



Government of **Western Australia**  
Department of **Housing and Works**

# Interior Fitout and Workplace Design Services Brief <sup>1</sup>

## Interior Fitout and Workplace Design Services Panel 2020

ISSUED BY:

Department of Housing and Works - Building and Contracts on behalf of the  
Minister for Works

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GUIDENOTES

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<sup>1</sup> *PMs to strike through the clauses that are not applicable and delete all footnotes before issuing the document, including this one.*

Version 2.2

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**AMENDMENTS LOG**

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

No.	Clause Number	Amendment	Effective Date
2.0	Footnotes	Amended references to 'delete clause' to 'strikethrough clause'	1 December 2019
	8.2	Additional requirement added to the Consultant Attestation - 'the Consultant and any secondary or sub-consultant(s) has not received any financial incentive to specify any materials, products or components of the Works'.	
2.1	Whole document	General review of content and structure to improve clarity.	June 2024
		General update of content to reflect current established practice and active Policy requirements	
		Update of checklists and deliverables to align with established process	
2.2	Whole document	Replacement of Finance with Department of Housing and Works / DHW	Aug 2025
		Direct reference to 'AS2124' contract replaced with 'construction contract'	
	1.6.6	Tender assessment report added and subsequent numbering updated	
	1.8.1	Payment process updated	
	3.4.3, 3.4.6, 3.4.7	Updates to subconsultant's scope of services	
	6.1.5	Deliverables updated – permits	

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**Glossary of terms**

<b>Term</b>	
Principal	Minister for Works
Principal's Representative	The individual authorised to represent the Principal under contracts executed on a project.
Customer Agency	The agency engaging DHW to deliver the non-residential building program.
Customer Agency's Representative	A person authorised by the Customer Agency to act on behalf of the agency.
Consultant	A person or practice/business engaged by DHW to provide specialist advice or services to a project. Also known as the Lead Consultant. Typically performed by an architect or interior designer.
Department of Housing and Works (DHW)	Acts on behalf of the Minister for Works
Secondary consultant	A person engaged by the Principal's Representative, typically under an individual contract, to carry out part of the work on their behalf.
Subconsultant	A person engaged by the Consultant under a subcontract to carry out part of the work on their behalf.
Superintendent	The Office of the Superintendent. Carries out the role of the Superintendent to building contracts.
Superintendent's Representative	Administers the construction contract between the Principal and the Contractor. Typically, the lead consultant. This role is assigned to a person, not a firm.
Contractor (or construction contractor)	The person bound to execute the work under the construction contract.
Contractor's Representative	A person authorised by the Contractor to act on behalf of the Contractor.

# Specification for Interior Fitout and Workplace Design Services

## Introduction

Department of Housing and Works (DHW) provides project management services to design and deliver new, or alterations to existing, office fitouts in owned and leased metropolitan government office buildings. The Principal's Representative can engage consultants for individual capital works projects and/or programs of works.

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

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

## 1. General Requirements

### 1.1. Customer Liaison

Fitout projects have a significant impact on the building occupier and every effort should be made to satisfy their needs and requirements. DHW expects the Consultant to liaise closely with the Principal's Representative and the Customer Agency's Representative throughout the project. This includes:

1. Applying for federal and state police clearances as applicable for personnel, with the Consultant having responsibility for who visits the site(s), where required by the Customer Agency's Representative.
2. Meeting the requirements of the respective Panel Head Agreement in respect to any applicable Public Health Order or Customer Agency's policy for site access and/or requirements.
3. Reporting to the Customer Agency's Representative when visiting site.
4. Responding to the Customer Agency's Representative regarding queries or problems that may arise during the project. All communication and liaison with the Customer Agency's Representative are required to be through the Principal's Representative and/or the Principal's Representative shall be copied into all correspondence with the Customer Agency's Representative.
5. Ensure the Customer Agency's Representative is involved in the handover processes. The Consultant remains responsible for the assessment of building quality and the management of the handover process.
6. The Principal's Representative is required to ensure that the Customer Agency's Representative is invited to all site meetings.

## 7. Consideration for co-design for special interest groups and inclusivity.

### 1.1.1. Agency specific requirements

Fitout projects are to be designed in accordance with the current version of any Agency supplied standard brief/s, together with any additional site-specific briefing requirements.

The Consultant is to seek clarification on any changes to the relevant standard briefs required by the Customer Agency, and clearly identify any deviations from the relevant standard briefs the Consultant proposes. The Consultant must notify and seek the express written approval from the Customer Agency, the Principal's Representative and the project control group, as applicable to the project, prior to implementation.

Any queries or issues relating to the availability or detail of standard briefing documents should be directed to the Principal's Representative to liaise with the Customer Agency.

Adherence must also be made to any applicable Customer Agency policies and any other requirements.

### 1.1.2. Project governance

A project control group (PCG) will be established for projects comprising representatives from:

- DHW;
- The Customer Agency; and
- Lead Consultant.

Governance arrangements, structure, roles, and responsibilities are clearly documented in DHW's Project Management Framework.

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

### 1.1.3. Management

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

The Consultant will be responsible for directly engaging any subconsultants required to undertake the project, excluding Cost Consultant and Time Planner when directed by

Principal's Representative. Selection shall be undertaken under the direction of the Principal's Representative. Refer to Section 3 Secondary and subconsultants.<sup>2</sup>

#### 1.1.4. Management reporting

The Consultant shall take minutes of PCG and site meetings held with the Customer Agency, subconsultants and construction contractor and distribute monthly progress report to PCG members by the 12th of every month providing details of project scope, program overview, key milestones and progress for the period, and project cost controls.

## 1.2. Policies, requirements, and guidelines

A range of government policies and guidelines may be applicable to each project. It remains incumbent on the Consultant to identify and/or seek guidance on which policies and guidelines, in addition to the following policies outlined below, may be applicable to the project. It is strongly recommended that at the commencement of a project, the Consultant should seek advice from the Principal's Representative on the range of policies, performance standards and guidelines that may be applicable to the project.

Any queries or issues relating to the relevance and/or application of specific policy or guidelines should be directed to the Principal's Representative for the project.

#### 1.2.1. WA Recovery Plan and Buy Local Policy

In support of the WA Recovery Plan and Buy Local Policy, all consultants are required to facilitate the government's support of Western Australian businesses, wherever possible. The use of appropriate, immediately local materials should be used wherever possible, unless doing so would unreasonably compromise the durability, amenity, or functionality of the building(s).

Throughout the delivery of the project, the Consultant is required to adhere to a range of measures and benchmarks in order to satisfy the requirements of this policy, including but not limited to Technical Guideline [TG035: Specifying by Performance and Example](#).

#### 1.2.2. Access to government sites

Consultants seeking access to other government sites (parliament, police stations, justice sites, etc) may be subject to the individual agency's policy on security clearances.

Adherence must also be made to the requirements of any current applicable Public Health Order, including Customer Agency policies.

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<sup>2</sup> PM should strike out this clause if Lead Consultant is not required to appoint subconsultants.

Refer Sections 1.1 Customer liaison.

### **1.2.3. Work at an existing premises**

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

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

The Consultant shall:

- i. Ensure that existing hazardous substances and asbestos products are addressed as Principal-identified hazards under the Workplace Safety and Health clauses of the tender and contract documents for the construction contract. This includes reference and identification within the project's risk management plan and design safety report. Refer Section 1.3 Risk and safety management.
- ii. 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 construction contractor's site-specific safety management plan.
- iii. Where required by the project, arrange, on behalf of the Principal's Representative, the services of an Asbestos and Hazardous Materials consultant.
- iv. Consult the Asbestos and Hazardous Materials Consultant on all matters relating to asbestos and hazardous materials and incorporate any advice and recommendations of the consultant into tender documentation, drawings, and specifications, as well as manage work under the construction contract in accordance with any such advice and recommendations.
- v. The Consultant shall not seek approval of tender documentation, drawings, and specifications unless the Asbestos and Hazardous Materials Consultant has conducted an inspection of the site, and provided a condition report detailing results of the inspection; and
- vi. If asbestos is discovered following commencement of the construction contract, the Consultant shall inform the Principal's Representative and manage the incident in accordance with the Customer Agency's hazardous materials management plan and DHW's asbestos management procedures. For more information, refer to the Code of Practice for How to manage and control asbestos in the workplace:  
[https://www.commerce.wa.gov.au/sites/default/files/atoms/files/221183\\_cp\\_manage\\_asbestos.pdf](https://www.commerce.wa.gov.au/sites/default/files/atoms/files/221183_cp_manage_asbestos.pdf)



#### 1.2.4. Heritage requirements

If the project include works within a heritage listed building, the consultant is to seek advice from the Principal's Representative.

#### 1.2.5. Artworks

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

##### ***Percent for art***

The Customer Agency may select to participate in the Percent for Art scheme. Refer to [Percent for Art Scheme \(www.wa.gov.au\)](http://www.wa.gov.au)

#### 1.2.6. Building quality and maintenance minimisation

In support of the Western Australian Government's commitment to high design quality, the Consultant is required to make consideration for designs that are durable and can be easily maintained by the State Government.

When designing fitouts for DHW, it is expected that the Consultant and their teams design not only complies with all applicable legislative requirements, but are not difficult to operate, maintain and manage over the facility's designed lifetime. This is anticipated to be much longer than equivalent private sector facilities.

Individual agencies often have standard requirements for client-facing areas within the premises, for example client reception. The Consultant is to seek confirmation and specifications from the Principal's Representative to meet these requirements.

The Consultant is to refer to the following documents, incorporating recommendations where appropriate, to avoid and prevent known maintenance and durability issues associated with DHW-managed non-residential State facilities:

[www.wa.gov.au/government/publications/maintenance-minimisation-manual-0](http://www.wa.gov.au/government/publications/maintenance-minimisation-manual-0)

#### 1.2.7. Universal access

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

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

### **1.2.8. End of trip facilities**

The Consultant shall liaise with the Principal's Representative to ensure appropriate end of trip facilities are included in accordance with the requirements set out in the Government Office Accommodation Policy, Technical guideline TG035 End of Trip facilities and associated standards.

### **1.2.9. Sustainability initiatives**

DHW's Government Office Accommodation's (GOA) policy and associated standards clearly define the application of sustainability in the delivery of fitout projects.

The Consultant is responsible for compliance with the GOA policy and standards. These can be viewed on the Department's website at:

<https://www.wa.gov.au/organisation/departments/departments-of-housing-and-works/government-office-accommodation>

In addition to any briefed Customer Agency's sustainability requirements, DHW's Technical Guideline TG040 - Environmentally Sustainable Design Guidelines for Non-Residential Government Buildings, provides guidelines for the scope and application of sustainability in building projects, and sets green star ratings based on project capital cost thresholds.

The Consultant is responsible for ensuring compliance with the Customer Agency's briefed sustainability requirements and Technical Guideline TG040. The Green Star rating requirement and need for full Green Building Council of Australia's certification of the project will be determined by the Customer Agency's brief.

The Consultant may be reliant on its subconsultants for some individual elements of the requirement to meet their responsibilities.

As a part of the provision of services, the Consultant is to identify the costs and benefits of incorporating the various elements of Technical Guideline TG040.

The appropriate level of sustainable elements to be included in the project will be agreed with the Principal's Representative, provided the requirements of Technical Guideline TG040 are met. DHW's preference is for simple, cost-effective solutions that will achieve the objectives outlined in this clause.

### ***Green Building Council***

The Consultant shall review the GOA Standards for guidance on the required rating in alignment with the Green Building Council of Australia's Green Star Rating Tool.

### ***Energy Efficiency***

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

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

- i. incorporating passive solar design principles;
- ii. maximising day-lighting and passive climate modification opportunities;
- iii. incorporating energy efficient designs to minimise active heating and cooling requirements;
- iv. specifying energy efficient plant and equipment;
- v. specifying energy efficient lighting systems;
- vi. providing efficient control and effective maintenance systems, including monitoring of energy consumption;
- vii. optimising opportunities to use renewable energy sources and incorporate renewable energy technologies wherever possible;
- viii. an estimate of planned energy use; and
- ix. in the construction of new government offices, the Consultant shall comply with the latest GOA policy and standards, and the National Construction Code relating to energy efficiency.

***Water Efficiency***

The Consultant shall design to minimise the use of water. Compliance with Technical Guideline TG040 is required, and the following incorporated:

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

The Consultant shall refer to the GOA Standards for specific water recycling and source requirements.

***Recycling***

The Consultant shall comply with the GOA Standards on sustainability and recycling objectives.

***Waste Minimisation***

The Consultant is to comply with Technical Guideline TG040 and recommend strategies that minimise the generation of construction and demolition (C&D) waste going to landfill and maximise reuse and recycling opportunities. This may include considering opportunities to recycle materials such as green waste and C&D waste.

***Building Materials***

The Consultant is to comply with Technical Guideline TG040 and consider strategies that incorporate ecologically sustainable materials and construction practices. This may 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 that can be sourced from suppliers close to the site as much as possible. 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.

### ***Building durability***

A durable tenancy fitout is long lasting, fit for purpose and requires minimal maintenance during its lifespan. To meet the prescribed sustainability initiatives of this Brief, the Consultant is to address building quality and maintenance minimisation.

Refer Section 1.2.6 Building quality and maintenance minimisation.

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

## **1.3. Risk and safety management**

### **1.3.1. Design safety**

The *Work Health Safety Act 2020* (WHS Act) and the *Work Health Safety (General) Regulations 2022* (WHS Regulations) requires that the designer must, so far as is reasonably practicable, ensure that all plant or structures are designed to be without risk to the health and safety of persons, at any time that the plant or structure is to be used, as, or at, a workplace.

This includes for those persons who:

- construct, alter, convert, fitout, commission, maintain, refurbish, renovate, or repair the plant or structure;
- handle, use, or store the plant in accordance with the designed purpose;
- demolish, dismantle, or dispose of the plant or structure or its parts; and
- are in the vicinity and who are exposed to the plant or structure at the workplace.

Therefore, the Consultant and their sub and secondary consultants are required to consider all health and safety risks of the design from project commencement and eliminate all risks so far as is reasonably practicable. Where risks cannot be eliminated, they should be minimised so far as is reasonably practicable.

As part of the WHS Act, the Consultant must submit a list of all the conditions necessary to ensure that the design is without risks to health and safety throughout its life span. Refer to Section 1.3.2 Design safety reporting.

For more information, refer to the Code of Practice for Safe design of structures:

[https://www.commerce.wa.gov.au/sites/default/files/atoms/files/221191\\_cp\\_designstructures.pdf](https://www.commerce.wa.gov.au/sites/default/files/atoms/files/221191_cp_designstructures.pdf)

The Consultant and their sub and secondary consultants must satisfy themselves that they, as the designers, have met their obligations under the WHS Act and Regulations.

### **1.3.2. Design safety reporting**

The WHS Regulations require the Consultant, as the designer, to provide a written project-specific 'design safety report' to the Principal's Representative. Along with the risks experienced during construction, the report shall address the conditions necessary to ensure that the design is without risks to health and safety throughout its life span as required by the WHS Act.

The report shall set out as a minimum:

- i. the health and safety hazards to which a person is likely to be exposed during the life of the design, that the Consultant has identified so far as is reasonably practicable, including but not limited to during construction, use and decommission;
- ii. coordinated input from all sub and secondary consultants;
- iii. an assessment of the risk of injury or harm to a person that may result from each identified hazard;
- iv. the means by which the attendant risk may be eliminated, reduced or better controlled (i.e. risk mitigation); and
- v. which of those hazards the consultant team has not done anything in respect to reducing the risk of injury or harm.

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

Unless otherwise advised in the Request for Proposal, the design safety report must support the risk management plan, be prepared at the start of a project and be current at all design stages. The Principal's Representative may ask for a copy of the current design safety report at any time during the design of the project to demonstrate that the consultant team has considered all the work health and safety risks associated with the project.

The Consultant is to ensure that a final design safety report is included in the tender documentation, and that a copy of the final report is provided to the Principal's Representative and the Contractor for their use prior to the Contractor commencing work on the site.

Where it becomes apparent during construction that changes to the design could either eliminate a risk to safety and health at sites or better control a risk to safety and health at sites, the consultant team is to work with the Principal's Representative and the Contractor to implement appropriate changes to the design that would eliminate or otherwise better control the identified risk.

Should any change in the design become required for a reason outlined in the preceding paragraph, the consultant team must incorporate the change to the design into the report and provide an amended copy to the Principal's Representative and the Contractor.

The design safety report and any amendments must be prepared by a suitably qualified person.

Where the Consultant has engaged a third party to prepare this report, the Consultant must acknowledge that they, as the designer of the project, have accepted all items written in the report and are satisfied that they have met their obligations under the WHS Act and Regulations.

### **1.3.3. Risk Management Plan**

Unless determined otherwise by the Principal's Representative, the Consultant shall prepare a risk management plan for the approval of the Principal's Representative. For projects deemed to be high risk, the risk management plan may be prepared by DHW, with assistance from the Consultant as required.

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

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

### **1.3.4. Facility management consultation**

Risk management and design safety must include consideration and input from those responsible for maintaining and operating the facility. Upon engagement, the Consultant is to request the Principal's Representative to introduce the Consultant to the assigned

maintenance officer, as well as the facilities manager (where appointed), as applicable to the project.

## **1.4. Design and/or documentation reviews**

Projects may be subject to a design review and/or documentation review at the discretion of the Principal's Representative and DHW's Building and Contracts' Building and Technical Services (BTS). The purpose of BTS design and/or documentation review is to ensure delivery of improvements in the quality of Western Australia's built environment by encouraging good design, including adherence to relevant and applicable state government policies.

This project may be subject to a design and/or documentation review at any one or any combination of the following phases:

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

If a project is selected for BTS design or documentation review, BTS will request a copy of designs, documents, and any other relevant information from the Principal's Representative. Following its review, BTS will issue a list of design or documentation comments and/or queries to the Principal's Representative, for their distribution to the Consultant. Within five (5) business days, the Consultant must return, via the Principal's Representative, their reasonable and considered written response against each and all comments and queries, adhering to the BTS requested format. The Consultant may attach any further documentation in support of their response.

Failure to respond to a BTS design and/or documentation review appropriately and within a timely manner, will impact on a consultant's performance report.

The Principal's Representative will consider both the BTS design and/or documentation review and the Consultant's responses to raise, address and resolve any design issues or concerns that have been identified.

Consultants must include provision for the possibility of having to respond to a BTS design and/or documentation review as part of their normal scope of works. Consultants must ensure that their subconsultants are also engaged on similar terms if their input is required by the Consultant to prepare the Consultant's response to a BTS design and/or documentation review.

The Consultant remains wholly responsible for the design and documentation. Nothing in this review process varies, amends, relieves, or reduces in any way the Consultant's obligations to provide deliverables or services by the times required by this Contract, to the



standard required by this Contract and the law, irrespective of whether a design and/or documentation review has been required or issued.

## 1.5. Document format and quality control

### 1.5.1. Documentation Provided by the Principal

#### **CADD Drawings**<sup>3</sup>

The Principal has samples of CADD documents for previously documented projects, or documentation for the existing facilities on the project site, which may assist the Consultant with the documentation for this project. Where available and requested, the Principal's Representative will provide a copy of the CADD documentation to the Consultant.

#### **Manual Drawings**<sup>4</sup>

The Principal may have copies of manual drawings available for existing sites. The Consultant may view the available drawings in the DHW Tenders Office (Djookanup, 16 Parkland Road, Osborne Park WA). Consultants wishing to view the drawings should make prior arrangements with DHW Building and Contracts' Building Records, through the Principal's Representative.

The existing drawings for sites and premises related to police stations, prisons, parliamentary offices, heritage buildings and the like have restricted viewing access. Prior written authorisation is required from the Principal's Representative if consultants wish to view or obtain copies of these drawings. Consultants must liaise with the Principal's Representative they are unsure of the viewing access restrictions associated with any drawings related to the contract.

Should the Consultant wish to obtain a print copy of some, or all the available drawings associated with a project, arrangements can be made with Building Records, through the Principal's Representative. Plan printing will typically be at the consultant's expense unless prior arrangements have been made with the Principal's Representative.

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<sup>3</sup> *Edit this clause to suit individual projects. Check the availability of CADD documents for previous similar projects.*

<sup>4</sup> *Edit this clause to suit individual projects. If you require the Consultant to view the drawings for many different sites or facilities, have access to restricted drawings or obtain many print copies of drawings, then it may be beneficial to make prior arrangements with the Building Records officers and amend this clause to suit. Similarly if you wish to have the printing costs directly debited to the project, then you will need to amend this clause.*



**Disclaimer<sup>5</sup>**

The Principal accepts no responsibility for the compliance of any provided drawings or documents it provides to the consultant under the contract, to either the DHW CADD Documentation Procedures Manual; or the brief for the contracted project, whether they be supplied in electronic or hard copy format. Similarly, the Principal accepts no responsibility for the accuracy or completeness of those documents or drawings.

**1.5.2. Drawing format requirements*****Computer aided drafting and design (CADD)***

The Consultant is required to:

- i. refer to Section 1.6.1 Deliverable and reporting requirements and Sections 4 and 6 describing the typical scope of service requirements and for the details of deliverable items;
- ii. refer to Section 1.1 Customer Liaison;
- iii. liaise with the Principal's Representative for any project-specific deliverables or requirements and for any other details required on the DHW CADD requirements;
- iv. as defined by the requirements, protocols and deliverables set out in the CADD protocols for contract deliverables:  
[www.wa.gov.au/government/publications/cadd-protocols-contract-deliverables](http://www.wa.gov.au/government/publications/cadd-protocols-contract-deliverables); and
- v. ensure the compliance with the requirements of this manual and that the drawings for the project are provided in a CADD format compatible with the DHW CADD system.

***Drawings***

Drawings are required to conform to the DHW CADD protocols for contractual deliverables but should also be presented as PDF files.

**1.5.3. Electronic Tender Documents<sup>6</sup>**

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

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<sup>5</sup> Check clause numbers prior to final print. Amendments to this document may affect the numbering of the clauses in the Special Conditions of Contract.

<sup>6</sup> Electronic Tender Documents are required for all DHW tenders, including invited tenders, except those that contain secure facilities. These latter are generally all Police and Department of Corrective Services projects and Mental Health secure wards.

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

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

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

#### **1.5.4. Specification requirements**

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

Unless expressly agreed with the Principal, in exceptional circumstances, both the Consultant and the secondary and subconsultant team must subscribe to the NATSPEC Building Professional Package and utilise that resource to prepare all specification work sections for the construction works. It remains incumbent on the Consultant to ensure that the subconsultants are engaged on similar terms to ensure the Consultant's contracted obligations are met. Failure to engage a subconsultant or brief a secondary consultant to meet these obligations is not deemed reasonable grounds for a deviation from this requirement.

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

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

The Consultant is also required to ensure that the full technical specification and associated documents align, reflect, and support the project briefing requirements, prior to tender issue, including the following:

- the relevant tendering guidelines as defined by the Principal's Representative;
- the nominated project contract including the preliminaries, as amended from time to time, and as defined by the Principal's Representative;
- Technical Guideline - TG001 NATSPEC Specification  
<http://www.wa.gov.au/government/publications/national-specification-natspec-tg001>;
- Technical Guideline - TG035 Specifying by Performance and Example.  
[www.wa.gov.au/government/publications/specification-performance-and-example-tg035](http://www.wa.gov.au/government/publications/specification-performance-and-example-tg035); and

- Guide notes to assist in the preparation of the specification preliminaries and the construction contract provided by DHW.

Applicable to all projects, when submitting for tender or construction, a copy of the project specifications is to be provided for DHW records in PDF format and may be either a single document or a collection of documents. In all cases, the electronic copy of the specification is to contain all the required DHW forms. The specification must also include all secondary and subconsultant specifications, schedules, tables, and the like.

#### **1.5.5. Quality control**

The Consultant and all secondary and subconsultants must establish and maintain documented quality control systems in respect to the contracted services, in accordance with any standard required by the Principal. Secondary and subconsultants must also provide the Principal's Representative or other person nominated by the Principal's Representative with reasonable access to all premises, personnel, and documents necessary to permit auditing of the secondary and subconsultants' quality systems.

#### **1.5.6. Retention of documents**

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 (7) years. If requested by the Principal, at any time during that period, make those original documents and records immediately available to the Principal for inspection.

All secondary and subconsultants must also retain original documents and contract records including physical and electronic records directly or indirectly connected with the Schedule of Deliverables, for a period of seven (7) years. If requested by the Principal, at any time within that seven years, make those documents and records immediately available to the Principal for inspection.

#### **1.5.7. Consultant certification and attestation**

The Consultant must provide a written attestation that all documents, deliverables, and services, including those prepared by subconsultants:

- i. have been crosschecked against other building services drawings, specifications, and schedules of the specific project, to ensure the documentation provided by the consultants is consistent;
- ii. were prepared or performed by staff with appropriate qualifications and experience;
- iii. have been checked for and approved for accuracy and approved by a consultant with sufficient practical experience in relation to the specific building service relevant to that level of project complexity;
- iv. comply with all applicable legislative requirements;
- v. meet the requirements of this Contract and the project; and

- vi. are properly co-ordinated with related documents.

The written attestation should also confirm all the items listed in the Clause D.2.7. of the Request (Panel 2020).<sup>7</sup>

### **Copyright**

It is anticipated that any consultants appointed by DHW in relation or reference to the deliverables of this Brief, will be contracted under the most recent version of AS4122 and associated WA Government Amendments. It is therefore anticipated that, in accordance with those General Conditions of Contract, that the Consultant's copyright is vested in the State. This requirement extends to all subconsultants appointed by the Consultant to deliver the scope and requirements of the project.

## **1.6. Deliverables and reporting requirements**

### **1.6.1. Deliverables reporting**

The Consultant is required to maintain a schedule of deliverables throughout the period of the contract, and any amendment may only occur after written approval has been obtained from the Principal's Representative. A generic schedule detailing the typical deliverables is included in Section 6 Appendices. The Principal's Representative may provide to the Consultant an electronic copy of the required schedule of deliverables, upon their engagement for a specific project. The Principal's Representative's schedule may vary in format and content from this generic schedule, having been adapted to meet the project and/or Customer Agency specific needs.

Prior to the completion of each phase of the project, the deliverables identified within the project-specific schedule of deliverables are required to be provided by the Consultant to the Principal's Representative.

The Consultant must ensure the deliverables are suitable, appropriate, and adequate for the purpose stated and are supplied in accordance with all reasonably applicable industry standards.

Refer Sections 4 and Appendix 6.1 for the typical anticipated scope of service descriptions and schedule of deliverables for the required project complexity.

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#### **GUIDE NOTES**

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<sup>7</sup> *If the contract has been altered, replace clause number with relevant clause number from that contract.*

### 1.6.2. Brief finalisation reporting

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

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

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

### 1.6.3. Schematic design reporting

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

- i. Introduction.
- ii. Project description.
- iii. Project control group and consultant team.
- iv. Scope of works summary
  - Including any discrepancies with the brief and reasons for deviation.
- v. Design proposal for preliminary office fitout designs
  - Including preliminary indications of proposed partitioning/screen systems, specialist services requirements, materials and finishes.
- vi. Commonwealth *Disability Discrimination Act 1992* (DDA) compliance:
  - Where project briefing/customer agency identifies a "Disability Service Plan" report and/or audit report for the facility, the Consultant shall provide written confirmation that they have:
    - o Been made aware of the "Disability Service Plan" report and/or audit report for the particular facility;
    - o Briefed the Principal's Representative on compliance with the "Disability Service Plan" report and/or audit report and the NCC, DDA and DDA Advisory Notes, and;
    - o Received instructions from the Principal's Representative on agreed works for this project on the basis of the above briefing.
- vii. Relevant authorities' outcomes
  - Including reporting on discussions with relevant authorities ie. Local Authority, Fire and Emergency Services, Heritage Council, utilities authorities etc.
- viii. Environmentally sustainable design reporting
  - Confirming reporting requirements detailed in Technical Guideline TG040 have been completed.
- ix. Risk management and design safety reporting:
  - Confirming the documents have been appropriately consulted and referenced.
- x. Preliminary Estimate

- In accordance with DHW's Project Cost Planning, Guidelines For Consultants. Include elemental quantities.
- xi. Preliminary project program; and
- xii. Illustrations of the Design
  - Include conceptual office fitout plans, elevations, and sections generally at 1:100 scale. Indicate appearance through perspective sketches.

At the completion of schematic design, the Consultant is to provide a final electronic copy, including design drawings, signed by the Consultant's Representative.

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

#### **1.6.4. Design development reporting**

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

- i. Introduction.
- ii. Project description.
- iii. Project control group and consultant team.
- iv. Scope of works summary
  - Including any discrepancies with brief and reasons.
- v. Design proposal of developed office fitout designs
  - Including final proposed partitioning/screen systems, engineering and specialist services requirements.
- vi. Risk management and design safety reporting
  - Including the impact on existing services, risks to those services and agreed risk mitigation.
- vii. Engineering and specialist services proposals
- viii. Environmentally sustainable design reporting
  - Confirming reporting requirements detailed in Technical Guideline TG040 have been completed.
- ix. Energy report
  - Describing anticipated energy use and energy minimisation strategies.
- x. Relevant authorities' outcomes
  - Including discussions with local authority, Fire and Emergency Services, State Heritage office, utilities authorities etc.
- xi. Limit of cost estimate
  - In accordance with DHW's project cost planning, guidelines for consultants. Include elemental quantities.
- xii. Developed project program.
- xiii. Schedule of Accommodation
  - Indicating actual, briefed and sqm variance for each activity space areas.
- xiv. Schedule of materials and finishes.
- xv. Loose furniture and equipment

- Including confirmation of compatibility between the design and the loose furniture schedule including details of any changes:
- xvi. Illustrations of the Developed Design
  - Include 1:100 scale plans and elevations and 1:50 scale sectional studies of all buildings, typical constructional details and sketches showing internal treatment of spaces. Show fixed and loose furniture and equipment on floor plans.

At the completion of design development, the Consultant is to provide a final electronic copy, including design drawings, signed by the Consultant's Representative.

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

#### **1.6.5. Contract documentation / tender estimate reporting**

DHW requires fully coordinated final tender documents (including finalised preliminaries) to be submitted at the time documents are issued to the Cost Management consultant for the preparation of Bill of Quantities. This is to ensure that the tender documentation is to the required standard. This includes consideration of completeness, legibility, buildability, and coordination between design disciplines.

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

- i. Tender estimate
  - In accordance with DHW's project cost planning guidelines for consultants.
  - Include elemental quantities.
- ii. Key and locking schedule.
- iii. Colour schedule
  - Include colour board.
- iv. Schedule of materials and finishes
- v. Schedule of items to be supplied by Principal.
- vi. Environmentally sustainable design reporting
  - Confirming reporting requirements detailed in Technical Guideline TG040 has been completed.
- vii. Risk management and design safety reporting
- viii. Loose furniture and equipment
  - Including confirmation of compatibility between the design and the loose furniture and equipment schedule including details of any changes.
- ix. Certification that contract documentation complies with the project brief.
  - Including a summary of any discrepancies and reasons and confirmation of customer agency agreement.
- x. Confirmation of drawings submitted to Department of Fire and Emergency Services for approval or that they comply with current NCC requirements.
- xi. Confirmation of drawings submitted to DHW for a building permit.



- Including evidence of the date the Building Permit Application provided to the Building Permit Authority.
- xii. Building Act requirements
  - Including technical certificates, reports, certificates of design compliance, copy of planning approvals, copies of environment/health/heritage approvals to enable building permit applications.
- xiii. Confirmation of other required approvals i.e. heritage, development approval etc;
- xiv. Attestations from the Consultant, secondary and sub consultants. Refer Section 1.5.7.
- xv. Tender originals (includes specifications and bill of quantities) - electronic (to the DHW CADD Manual Requirements) clearly marked "TENDER DOCUMENTS".
- xvi. Evidence of date of tender originals provided to DHW.

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

#### **1.6.6. Tender recommendation and reconciliation reporting**

Lead consultants are to provide a tender report to the Principal's Representative with justification based on their design / architectural expertise.

The Principal's Representative may provide further details of this report but it may include:

- i. Project summary, containing:
  - Project details, including the program
  - Tender process with any enquiries and addenda issued
  - Non-conformances and clarifications required on the responses
- ii. Qualitative assessment (technical advice on tenders received), containing:
  - Methodology
  - Experience and compliance
  - Personnel and skills
  - Past performance based on the lead consultant and DHW's experience with tenderer, referee statements, demerit schemes, feedback responses et cetera.
  - Others
- iii. Quantitative assessment, containing:
  - Comparison of offers received
  - Comparison against the pre-tender estimate
  - Value for money
- iv. Subconsultants review, where applicable
  - Electrical
  - Mechanical
  - Hydraulic
  - Structural
  - Any other relevant subconsultant
- v. Any contract departures / other matters / issues perceived / risks and recommendations to address them



- vi. Final tender recommendation to award the contract, including confirmation of value for money.

Reports may be scaled appropriately depending on the project size and complexity.

#### 1.6.7. Contract administration reporting

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

- i. A monthly/quarterly<sup>8</sup> progress report.
- ii. A summary of Superintendent's Representative's Directions.
- iii. A summary and status of disputes.
- iv. A building cost including:
  - v. Tender sum,
  - vi. Summary of variations issued.
  - vii. Pending and anticipated including value.
  - viii. Value of contingency sum uncommitted.
  - ix. Payments to date.
- x. A statement relating to project programming and which details:
  - The original approved practical completion date,
  - The revised approved practical completion date,
  - The estimated practical completion date,
  - A summary of extension of time claimed and approved.
- xi. Networked building program
  - Marked up to show progress.
- xii. Construction cash flow chart.
- xiii. Critical issues
  - Include corrective action taken to mitigate those issues.
- xiv. Compliance issues which may include
  - Workplace safety and health,
  - Disposal destination documentation for materials recycled either by use on-site or by delivery to a recycling facility.
- xv. Statement as to the Contractor's performance on the project, upon request from the Principal's Representative.
- xvi. Summary of results of any subcontractor spot checks carried out by the Consultant.

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<sup>8</sup> *Strike through whichever does not apply. Strike through if service is not to be provided or if no reports or documents are required at the completion of the service phase.*

### 1.6.8. Practical completion reporting

Where the Consultant is appointed to perform the functions of a Superintendent's Representative, and before the issue of the Certificate of Practical Completion for the whole of the works, or any separable portion thereof, and unless otherwise defined by the construction contract, and agreed with the Principal's Representative, the Consultant is required:

- A. To the extent defined by the Consultant's contracted specific scope of works, facilitate and verify the complete submission of the construction contract deliverables as defined by the construction contract.
- B. Submit to the Principal's Representative for distribution, one (1) electronic copy of each of the following, via a Principal's Representative approved or directed compatible digital platform, and/or another device, such as a USB key as directed by the Principal's Representative:
  - i. A digital copy of the full and complete maintenance and operation manual and as-constructed drawings, for the purpose of onsite facility use. This will be delivered to the facility by the Principal's Representative, once verified, to be kept on the building premises.
  - ii. A digital copy of the full and complete Practical Completion report, for submission to DHW's Building and Contracts' Building Records, signed by the Superintendent's Representative, and duly verified as complete, up to date and accurate:

The Consultant shall, at each practical completion of the construction contract, provide a report signed by the Superintendent's Representative that includes as a minimum:

- i. Practical Completion defects list.
- ii. Certificate of Practical Completion or separable Practical Completion
  - Originals.
- iii. Financial Statement.
  - Relating to the project and detailing available funding contingency.
- iv. Project status schedule
  - Detailing outstanding variation claims, extension of time claims and disputes.
- v. A schedule of warranties, guarantees, certificates.
- vi. A maintenance and operation manual (if required in the construction contract) and project handover manual including:
  - Sufficient information to facilitate the maintenance of the energy efficiency systems and equipment that are required by NCC Section J detailing the design and operation intent of the systems, the commissioning settings, and the preventative maintenance for the systems and equipment required to comply with NCC.

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- A schedule of all mechanical, hydraulic, electrical, electronic and security equipment and plant, and other asset items incorporated in the project.
  - Recommended routine maintenance schedule for each item of equipment and material and whether the Contractor, facility manager or a DHW maintenance service provider is responsible for the routine maintenance.
  - The capital cost of each item of equipment.
  - Indicative costing of routine maintenance.
  - Capital replacement program for each item of equipment.
  - All other Operating manuals / instructions, technical data sheets, Maintenance requirements
- vii. As constructed documentation:
- electronic copies of all tendered drawings, AND all other additional drawings prepared and issued while administering the construction contract, updated and completed to an 'As-Constructed' level. This must include all architectural drawings as well as all other design and service design drawings including those within the Works contractor's scope of works to prepare. This may include but is not limited to - fitout, structural, AND construction contractor-supplied hydraulic, electrical and mechanical drawings, for example.
  - clearly marked "AS CONSTRUCTED DRAWINGS";
  - updated to meet DHW CADD manual requirements. Refer Section 1.5.2 Drawing format requirements; and
  - include CADD drawing checklist, project data information and drawing information sheets.
- viii. Asset management drawing.
- ix. Environmentally sustainable design documentation.
- x. Confirming associated training and documentation requirements detailed in Technical Guideline TG040 - Environmentally Sustainable Design for Non-Residential Government Buildings, have been provided.
- xi. Authorisation to reduce the Contractor's retention or security.
- xii. Statement as to the Contractor's performance on the project.

**1.6.9. Certification at Practical Completion reporting**

Once the works have reached Practical Completion, the Consultant and its secondary and subconsultants are required to certify in writing that:

- i. The completed works are both compliant and consistent with the policies and guidelines applicable to the works, including any clarifications advised by the Principal's Representative.
- ii. The facility engineering systems are operating as required to the design intent.
- iii. The facility maintenance staff and/or the building registrar have received appropriate instruction in its operation and maintenance. Refer Section 1.7 Handover Requirements

- iv. Electronic operational and maintenance manuals have been checked and any corrections made and provided to the Principal's Representative.
- v. As Constructed drawings (all lead, secondary and subconsultants' drawings) have been checked, any corrections made and supplied to the Principal's Representative.

The Consultant will be required to provide this certification in a format agreed with the Principal's Representative. This might, for example, take the form of an email expressly certifying that each of the above listed items has been fully addressed.

#### **1.6.10. Final completion reporting**

Where the Consultant is appointed to perform the functions of a Superintendent's Representative, and prior to issuing any Final Certificate defined by the construction contract, the Consultant is required to obtain the written agreement of the Principal's Representative that the Contractor has complied with all contracted requirements.

Once the Consultant has verified and documented that all contractual obligations have been met, the Consultant shall, at each final completion, provide a report signed by the Superintendent's Representative that includes as a minimum:

- i. An original final certificate.
- ii. A final tuning report.
- iii. A DHW energy use report.
- iv. Authorisation to release the Contractor's retention or security instrument.
- v. A financial statement in respect of the construction contract.
- vi. A statement confirming that the Contractor has, to the extent of the Superintendent's Representative's knowledge, complied with all contracted requirements.

### **1.7. Handover requirements**

It is critical that handover processes and in particular communication with all relevant stakeholders are well managed at:

- i. Handover of the fitout for occupancy after Practical Completion.
- ii. Handover of the responsibility for all maintenance at the end of the Defects' Liability Period (DLP).

Where a project has handovers for different stages of work, the Consultant, when acting as Superintendent's Representative, must ensure that all parties are aware of their specific roles and responsibilities for the respective stages. Attention should be given to the areas of responsibility for planned maintenance.

Generally, the Consultant will:

- i. Update the risk plan and design safety report. Include input from those responsible for maintaining and operating the facility. Refer Section 1.3 Risk and Safety Management

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- ii. Address and adhere to the handover processes, timeframes, deliverables and requirements of:
  - a. Any customer agency-specific requirements, including any procedural or amendments directed by the Principal's Representative. Refer Section 1.1.1 Agency specific requirements.
  - b. The Works Construction Contract and Preliminaries.
- iii. Where an occupancy permit is applicable, and prior to handover, provide all required information for the permit to the Principal's Representative. Refer Section 2 Permits, Authority and Regulatory Requirements.
- iv. One (1) month prior to practical completion, prepare a handover manual, in line with the contract preliminaries and meeting the minimum requirements described in the:
  - DHW Technical Guideline: TG009 Commissioning and Handover:  
[www.wa.gov.au/government/publications/commissioning-and-handover-tg009](http://www.wa.gov.au/government/publications/commissioning-and-handover-tg009)
  - Principal Representative's provided project or customer agency-specific handover requirements.

Refer to Section 3 Secondary and Subconsultants and Section 1.6.8 Practical completion reporting.

- v. One (1) month prior to practical completion, (unless required by the customer agency, Principal's Representative and/or construction contract otherwise), invite all nominated parties including the maintenance services manager/provider to a practical completion/handover meeting.

Chair the practical completion/handover meeting; prepare and distribute minutes.

- vi. Arrange an onsite post-occupancy training session immediately after the issue of a Certificate of Practical Completion, (unless required otherwise by the Principal's Representative and/or the customer agency-specific requirements). Relevant subconsultants, the Contractor, subcontractors, facility managers, waste management contractor, maintenance service managers/providers and relevant end users shall be present at that meeting.

The purpose of the onsite post-occupancy training session is to ensure that the facility's end user is appropriately trained to operate the building in accordance with the design intentions.

- vii. During the DLP, maintain a schedule of all reported fitout defects for the Contractor to attend and rectify in a timely manner before the date of expiry of the DLP. All site/defect rectification is to be signed off by the customer agency's representative.
- viii. Prior to the end of the DLP, ensure all maintenance information, including logs of works completed and planned requirements, is provided to the Principal's Representative. This is to enable the engagement of suitable maintenance service providers post DLP/Final Completion.
- ix. Prior to the end of the DLP, arrange a final handover meeting with the Contractor, the Principals' Representative and the Facilities Manager/DHW Maintenance Officer. The meeting shall confirm all defects are resolved to the satisfaction of the Superintendent's

Representative, including all feedback/comments from the Customer Agency's Representative and the Principals' Representative.

- x. Report to the Principal's Representative on the outcomes of the final handover meeting.

## 1.8. Payment Process

<sup>9</sup>The Consultant is required to use [Supplier Portal](#) online system for all consultant fee claims.

The required information must align with the Consultant Agreement and construction contract deliverables will include but not be limited to:

- Contract details,
- Contract status reports,
- Fee variations,
- Fee and disbursement records,
- Progress fee claim details,
- Certificates for currency of insurances,

Once a payment claim is submitted and approved by DHW, a Recipient Created Tax Invoice (RCTI) will be generated.

### **Supplier Access**

New suppliers shall contact [BusinessAppsSupport@dohw.wa.gov.au](mailto:BusinessAppsSupport@dohw.wa.gov.au) to arrange for first-time login. If the supplier already has consultants working with DHW, the supplier's internal consultants should be able to add you to the portal and provide access details.

For best performance, access Ready Contracts and the Supplier Portal using Microsoft Edge.

#### **1.8.1. Building contractor payments**

Where applicable, Progress Certificates for payments to the Contractor under the terms of a building contract, must be certified by the Superintendent's Representative.

Building contractor's variations and claims for payment are to be submitted by the Superintendent's Representative through Ready Contracts at:

<https://dohw-wa.openwindows.com.au/modular.aspx>

A copy of the payment certificate and summary of contract variations must be uploaded as part of the Superintendent Representative's submission of the Contractor's payment claim.

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<sup>9</sup>*PM should strike through this clause if Ready Contracts will not be used.*

The Superintendent's Representative is also responsible for attaching any additional documentation required under the construction contract to each claim.

When undertaking the Superintendent's Representative role, it is the Consultant's responsibility to ensure this process is undertaken correctly and within any contractual time limits.

Training materials and in-system videos are available at <https://www.wa.gov.au/government/document-collections/ready-contracts-forms-and-support-material>

Contact [BusinessAppsSupport@dohw.wa.gov.au](mailto:BusinessAppsSupport@dohw.wa.gov.au) if additional information is required.

### 1.8.2. Project bank accounts<sup>10</sup>

Where project bank accounts are applicable and the Consultant is commissioned to provide interior fitout design services including the role of Superintendent's Representative, the Consultant is required to be aware of and support the following process:

#### 1. Contract commencement:

- i. To establish the PBA, the Contractor is required to provide the Principal's Representative with PBA documents, within twenty-eight (28) days of Contract Award and subsequently organise a \$1 payment through the account. This will create the Trust as well as test the payment system. The Superintendent's Representative should have minimal to no involvement in that process.
- ii. If the establishment process is not complete prior to the Contractor submitting their first payment claim, the Superintendent's Representative, in liaison with the Principal's Representative, may be required to certify the Contractor's payment claim as \$0.
- iii. In some instances, the \$1 payment may also be organised as the first payment claim under the Contract. Liaise with the Principal's Representative if this is the case.

#### 2. Progress payments:

- i. Where a PBA applies, the role of the Superintendent's Representative will generally reflect that described in the Section 1.8.1 Building contractor payments, other than;
- ii. The standard construction contract's statutory declaration relating to the payment of subcontractors will not be applicable. Certification can therefore proceed without requiring this document, however;
- iii. The standard construction contract's statutory declaration relating to the payment of workers remains applicable and is not altered by the PBA model. Therefore, upon

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<sup>10</sup> PM should strike out if a manual payment process will be used.



request from the Superintendent's Representative, is still required to be provided by the Contractor.

- iv. Once a payment certificate has been submitted, and all associated Ready Contracts tasks are completed within the required timeframe, no further action will be required from the Superintendent's Representative, on the active payment process. The Principal's Representative will then oversee the completion of each process with the Contractor.

### 3. Final Completion:

- i. As the initial \$1 payment required to establish the PBA is deducted from the Contract Sum, the final payment may need to certify a final value that is \$1.00 (inc GST) **less** than the actual sum, to reconcile the account. In all instances, the Superintendent's Representative must liaise with the Principal's Representative to ensure the correct amount is certified for the final payment.
- ii. The Superintendent's Representative is to liaise with the Principal's Representative to ensure that the Contractor has completed all contractual requirements prior to issuing the Final Certificate.

Additional information is available from the Principal's Representative and at:

[www.wa.gov.au/government/multi-step-guides/supplying-works-related-services/project-bank-accounts-contractors](http://www.wa.gov.au/government/multi-step-guides/supplying-works-related-services/project-bank-accounts-contractors)

## 2. Permits, Authority and Regulation Requirements

### 2.1. Local government consultation

The *Planning and Development Act 2005* ('the Act') requires that every public work is to have regard to: the relevant local government's local planning scheme; the principles of orderly and proper planning; the preservation of amenity of the area; and that the relevant local government is consulted during the formulation of a proposal.

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, e.g., proposed use, access, carparking, signage, window film etc.

Where agreement cannot be reached with the relevant local authority about the project being in keeping with the design and intent of the relevant local authority's town planning scheme, the Consultant shall advise the Principal's Representative as soon as practicably possible including recommendations of what action is necessary to ensure the project complies, for direction by the Principal's Representative. The Principal's Representative may then consult with the Statutory Planning & Asset Policy (SP&AP) branch of DHW for further



input/advice. Such advice shall include recommendations on what action is necessary to ensure, where considered reasonable, the project complies, or for direction by the Principal's Representative.

The Consultant is to provide to the Principal's Representative copies of minutes or notes of meetings with the local government and other authorities, as well as other external stakeholders, including utilities etc. The Consultant is also to ensure that the Principal's Representative is provided the reasonable opportunity to attend meetings, where required and/or appropriate.

## **2.2. Development Approval**

Development approvals are not required typically, however, should it be required, the landlord or developer will seek it.

The Consultant is to seek advice from the Principal's Representative.

## **2.3. Permits**

Public Works by State Agencies are required to obtain all permits required under the *Building Act 2011 (Western Australia)*. For DHW non-residential projects, the DHW Building and Contracts' Building Permit Authority will generally issue the required demolition, building and occupation permits.

However, consultants may also need to liaise and make applications to the local government to obtain any other relevant permits or approvals.

## **2.4. Permit Authority**

The Principal's role in the delivery of public works is managed by DHW. The Principal's functions in this respect are specifically managed by project delivery groups within DHW, Government Office Accommodation and Maintenance Services.

The Minister for Commerce has delegated his powers under Section 124(2)(a) and (b) of the *Building Act 2011 (Western Australia)* to certain officers within DHW who may, pursuant to that delegation, perform the State's functions as a Permit Authority.

Where officers within DHW perform the functions of a Permit Authority in relation to any building work or demolition work forming the whole or any part of the work under the Contract, that function is specifically managed by the Buildings and Technical Services (BTS). BTS is a separate divisional structure from the project delivery groups.

Even though DHW 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 (Western Australia)* and avoid actual, potential or perceived conflicts of interest, 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 (Western Australia)* 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 (Western Australia)* 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 (Western Australia)* 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 DHW as a permit issuing authority consistently with paragraph (iii) above.

#### **2.4.1. 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 the *Building Act 2011 (Western Australia)* and is required to 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 (Western Australia)* caused or occasioned by the Consultant's failure to observe any term of this Contract or requirement under the *Building Act 2011 (Western Australia)* or subsidiary legislation.

## **2.5. Independent building surveyors**

If certificates are required from an independent building surveyor for the purposes of the *Building Act 2011 (Western Australia)* in order for the Consultant to discharge its obligations under Section 2.6 Building Act requirements, 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.

## 2.6. Building Act requirement

The *Building Act 2011 (Western Australia)* binds the Crown.

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

Consequently, the Consultant must do all things necessary, without limiting the Consultant's general obligations under the consultant contract's General Conditions, to ensure that:

- i. All technical certifications required to obtain a certificate of design compliance are properly and duly obtained in order to allow prompt certification of the design by an independent building surveyor;
- ii. The certificate of design compliance is properly and duly obtained to permit the timely application for a building permit or demolition permit from the Permit Authority to enable construction to commence within the program timeframes required by the Principal and the Contract. Consultants must take into account the time periods and limits prescribed under the *Building Act 2011 (Western Australia)* and those additional periods prescribed under the *Building Act 2011 (Western Australia)* within which a Permit Authority may request further information to support an application, impose conditions on the permit or issue building orders.
- iii. Any building work and demolition work complies with all relevant codes and standards and are carried out pursuant to all requirements of the building permit or demolition permit and permit conditions. Where any variations effect compliance with any relevant code or standard, the Consultant must do all things necessary to urgently facilitate re-certification of design compliance of the varied work and the application for and issuing of a new building permit or demolition permit.
- iv. Any building work and demolition work complies with any building orders issued by the Permit Authority and any conditions imposed by the Permit Authority in the permit.
- v. All inspections and tests required by the building permit or demolition permit, or otherwise required by the building surveyor at any time when certifying the works,

are carried out on site during construction and documentation of results provided in a timely manner to the independent building surveyor and the Principal, to not prejudice or delay the obtaining of a certificate of construction compliance;

- vi. The certificate of construction compliance is properly and duly obtained to permit the timely application for an occupancy permit or building approval certificate, as the case may be, from the Permit Authority to enable lawful occupancy of the building(s) or any part(s) thereof within the program timeframes required by the Principal and the Contract. Consultants must consider the time periods and limits prescribed under the *Building Act 2011 (Western Australia)* and that a Permit Authority may request further information to support an application or impose conditions on the permit or certificate.
- vii. Compliance with the *Building Act 2011 (Western Australia)*;
- viii. The Consultant, secondary and subconsultants, the Principal and all other relevant employees, agents, contractors or subcontractors or other third parties related in any way to the project and any work carried out complies with the requirements of the following Acts and any subsidiary legislation made under them:
  - a) *Building Act 2011 (Western Australia)*;
  - b) *Building Services (Complaint Resolution and Administration) Act 2011 (Western Australia)*;
  - c) *Building Services (Registration) Act 2011 (Western Australia)*;
  - d) *Building Services Levy Act 2011 (Western Australia)*; and
  - e) *Building and Construction Industry Training Levy Act 2011 (Western Australia)*

without limiting the Consultant's general obligations under Clause 13 and 16 of the AS4122-2010 General Conditions of Contract and the WA Government Amendments.

### 2.6.1. Other Requirements

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

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

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

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

## 2.7. Public Building requirements

All public buildings in Western Australia are to comply with the National Construction Code, in addition to the *Health (Public Buildings) Regulations 1992* and *Health (Public Buildings) Amendment Regulations 2002*.

## 2.8. Variations, incomplete and unauthorised works

Any variation(s) to the approved building permit documentation must be recorded and approved by the Permit Authority. This approval must be in the form of a new building permit application, occupancy permit application or building approval certificate application, as appropriate.

When an application for occupancy permit is made, it is expected that all works are completed in accordance with the approved building permit documentation and applicable building standards. Should works be incomplete or to an insufficient standard, it may be appropriate to apply for an incomplete occupancy permit application for a limited period.

If works have been completed, varied, reduced and/or enhanced without the prior approval of the Permit Authority, it is unauthorised construction works. A retrospective occupancy permit or building approval certificate application will be required, accompanied by a Certificate of Building Compliance signed by a registered building surveyor. This application does not guarantee approval and may include additional fees and costs. The retrospective approval process is not a mechanism to circumvent the need for a building permit.

## 3. Secondary and subconsultants

### 3.1. Engagement of secondary consultants

The Principal's Representative may directly engage secondary consultants for specific project needs.

Where secondary consultants are directly engaged by the Principal, the Consultant's engagement may include:

- i. integration and co-ordination of the services of the secondary consultants;
- ii. assisting the Principal's Representative in co-ordinating secondary consultants, where required; and
- iii. liaising with secondary consultants to provide advice to the Principal's Representative, as required.

The Consultant must not do or omit anything that may affect the scope of any contract, time or programme, outcomes, overall project cost, or the costs of any other contract, without the written approval of the Principal's Representative.

Secondary consultants are responsible for the full procurement of their discipline for the project including but not limited to reporting, budget control, program, as well as liaison with the Principal's Representative, the Consultant, relevant government agencies, community groups, end users and relevant local authority.

Secondary consultants must comply with all directions from the Principal's Representative to liaise with consultants and other secondary consultants in the delivery of their services or deliverables.

The secondary consultant must, to the extent relevant to their discipline, liaise with the Consultant and/or Principal's Representative to discuss safety and health aspects of the design to ensure that, as far as practicable, the construction work required to build the design can be completed without risk to the safety and health of the people undertaking the construction works.

The secondary consultant must also, to the extent relevant to their discipline, provide considered input into the design safety report prepared by the Consultant, at each nominated project stage, with the consolidated document to be provided to the Contractor before the Contractor commences work on site. Refer Section 1.3 Risk and Safety Management.

Project-specific secondary consultants that might typically be engaged by the Principal include, but are not limited to:

- i. Cost Management;
- ii. Time Management;
- iii. Mechanical;
- iv. Electrical / Data / Communication;
- v. Security;
- vi. Hydraulics / Fire Services;
- vii. Structural; and
- viii. Material scientists.

Cost management consultants and time consultants are usually engaged directly by the Principal as secondary consultants.

### **3.1.1. Cost Management/Quantity Surveyor**

When required, a Cost Management consultant (or Quantity Surveyor) will be engaged directly by the Principal's Representative through the Cost Management Services Panel, in line with the thresholds applicable.

Consultants will assist the Cost Management consultant (or Quantity Surveyor) to prepare estimates, project cost plans, pre-tender estimates, bills of quantities (BoQ), review the contractor's initially priced BoQ for reasonableness and to reconcile tender results, etc. as required.



In some projects, the Cost Management consultant (or Quantity Surveyor) will be responsible for providing the estimates of cost and the bill of quantities for the electrical and mechanical works. The electrical and mechanical subconsultants are responsible for providing the documentation for tendering and construction purposes with sufficient detail, adequacy, and completion to enable the Cost Management consultant (or Quantity Surveyor) to extract accurate and complete quantities for the full scope of electrical and mechanical works, for estimation and bill of quantity purposes.

The Consultant is to ensure the required deliverables are supplied to the Cost Management consultant (or Quantity Surveyor) within the minimum identified timeframes. Generally, unless instructed otherwise by the Principal's Representative, four (4) weeks shall be allowed for Cost Management consultant (or Quantity Surveyor) to prepare a BoQ where the estimated value of the contract (at Perth prices) is \$6 million including GST or greater.

### **3.1.2. Time programming and management**

When required, a Time Programming consultant will be engaged directly by the Principal's Representative through the Engineering and Building Specialist Panel, in line with the thresholds applicable.

Consultants will assist the Time Programming consultant to prepare and maintain a project program for both the design and construction phases and review the Contractor's program and any construction contract variation claims for reasonableness, to reconcile tender results, etc. as required.

The Consultant is to ensure the required deliverables are supplied to the Time Programming consultant within the minimum identified timeframes.

## **3.2. Engagement of subconsultants**

### **3.2.1. General conditions of engagement**

Where required to engage subconsultants, the Consultant shall do so in accordance with Clause C.7.2 of the Request.<sup>11</sup>

Subconsultants are deemed to be employed by the Consultant. The Consultant is to inform all subconsultants that the relationship between the Consultant and the subconsultant, as evidenced by a contract or otherwise, does not impose on the Principal any express or

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#### *GUIDENOTES*

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<sup>11</sup> *This clause refers to the Interior Fitout and Workplace Design Services Panel 2020 Request. If an alternate contract is being used, replace clause number with the relevant clause number from that contract.*

implied legal obligation to the subconsultant of any nature whatsoever in contract or by any other means.

Section 3 outlines the anticipated typical scope of work to be provided by the subconsultants, for the purpose of selection and subsequent appointment (where applicable). This typical scope is generic, and it remains the Consultant's responsibility to ensure the actual scope of work accurately and completely reflects the required project-specific scope of works and the required project deliverables. The Consultant is to provide to the Principal's Representative a copy of all briefing documents supplied to subconsultants, to ensure scoping is in accordance with the requirements outlined in this document and that it is appropriate to the specific project requirements.

The Consultant must ensure that the brief for all subconsultants, including building services engineers and other consultants, includes comparable and aligned conditions of engagement to the Consultant, as well as the complete scope of consultancy work required for the project. It remains incumbent on the Consultant to ensure that their subconsultants are engaged on comparable terms to the Consultant, to ensure the Consultant's contracted obligations are able to be met in full. This may include the adherence to document format and quality control (Section 1.5), policies, requirements and guidelines (Section 1.2), customer liaison (Section 1.1), design and/or documentation reviews (Section 1.4), deliverables and reporting requirements (Section 1.6) amongst other requirements identified in this Brief document.

Subconsultants shall also be responsible for the preparation and submission of 'As Constructed Drawings' in an electronic format - clearly marked "AS CONSTRUCTED DRAWINGS", within the format and timeframes designated by this Brief and the construction contract. Refer to Section 1.5 Document Format and Quality control and Section 1.6.8 Practical completion reporting. The Consultant must co-ordinate the work of subconsultants to ensure consistency and that there are no conflicts or clashes.

Subconsultants are to be engaged under terms and conditions consistent with and complimentary to those under which the Consultant is engaged. The terms and conditions of this engagement shall not reduce or negatively impact on the Consultant's obligations to the Principal. Failure to engage a subconsultant under mutually aligned obligations will not be deemed reasonable grounds for any deviation from the Consultant's contracted obligations and may reflect on the Consultant's Performance Ratings (CPR).

Subconsultants may also be required to comply with Technical Guidelines TG040 – Environmentally Sustainable Design for Non-Residential Government Buildings, and to provide building services consultancy including but not limited to acoustics, hazardous materials etc.

### **3.2.2. Energy use monitoring and reporting - Service consultants**

#### ***Energy use monitoring and reporting***



In addition, and in support of the requirements of Section 1.2.9 Sustainability Initiatives, the following points are to be considered mandatory in the Scope of Services for electrical and/or mechanical services consultants.

i. Commissioning of services that use energy.

The mechanical and/or electrical services consultant is to ensure that the Contractor tests services, and reports on the results, before the issue of a Certificate of Practical Completion. Including:

- The energy efficiency systems must meet the designed requirements of the National Construction Code (NCC) and Technical Guideline TG040 – Environmentally Sustainable Design for Non-Residential Government Buildings, including air tightness of the façade, the balancing of air and water systems, damper settings, thermostat settings, adjustable or motorised shading devices and the like, and all designed performances must be validated.
- The energy efficiency systems and equipment must be commissioned to meet the design intent, and all designed performances must be validated.

ii. Information to facilitate maintenance.

The electrical and/or mechanical consultants are to provide a manual to facilitate the maintenance of the energy efficiency systems and equipment as required by the NCC. The manual must detail the:

- design and operation intent;
- commissioning settings; and
- preventative maintenance for the systems and equipment.

iii. Energy monitoring

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

The report is required to:

- i. Detail the actual energy use for the construction works monthly.
- ii. Compare the actual energy use for the construction works with the modelled or anticipated energy use and detail any discrepancies between them.
- iii. Recommend any remedial measures that should be taken to achieve modelled or anticipated energy use.

Where there are major differences between the actual energy use and modelled or anticipated energy use, these differences are to be reported to Principal's Representative, occupier and Building and Technical Services (BTS) monthly.

The report is to be completed using the 'Energy Use Report for Department of Finance projects' available at:

[www.wa.gov.au/government/publications/energy-use-report-department-of-finance-projects](http://www.wa.gov.au/government/publications/energy-use-report-department-of-finance-projects)

The final energy use reports are to be delivered to the Principal's Representative, the building occupier and the BTS team at the end of the Defect's Liability Period. Reports are to be emailed to: [energy.reporting@dohw.wa.gov.au](mailto:energy.reporting@dohw.wa.gov.au)

### **3.2.3. Subconsultant responsibilities**

The subconsultant will be deemed responsible for the full procurement of their discipline for the project, in full alignment with the overriding requirements and deliverables of this Brief, and the intended Contract Preliminaries, including but not limited to Sections 1.6 Deliverable and Reporting Requirements and 1.3 Risk and Safety Management, budget control, program, as well as liaison with the Consultant, the Principal's Representative, relevant government agencies, community groups, end users and relevant local authorities, as applicable.

## **3.3. Management of secondary and consultants**

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

The Consultant shall brief and manage the work outputs of all secondary and subconsultants including scope of work, design integration and contract administration duties. The Consultant will manage and ensure that the work outputs of all secondary and subconsultants align with the brief and conditions of engagement, as well as all relevant government policy, requirements, and guidelines.

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

## **3.4. Typical scope of sub consultancy services**

### **3.4.1. General**

The following sets out examples of typically anticipated scope of services for commonly required subconsultants on a DHW project. It remains the responsibility of the Consultant to

fully define the required project-specific scope of services, including as defined by the project's specific needs; this Interior Fitout and Workplace Design Services Brief, including Section 3, and all other associated contract requirements. Other subconsultants not identified in this list may also be required. It remains the Consultant's responsibility to fully define those roles and responsibilities, to the approval of the Principal's Representative.

The Consultant must take measures to ensure that their sub-consultants are registered with the regulator where appropriate. The registration of structural and fire safety engineers and engineering firms will be required under new laws to commence on 1 July 2024. Transitioning to registration will be permitted over a two-year period. On 1 July 2025 similar requirements has commenced for civil and mechanical engineers and engineering firms. By 1 July 2027 professional engineers in all four disciplines will need to be registered.

### **3.4.2. Structural engineer**

The structural engineer, whether engaged as a secondary or subconsultant, and any subconsultants appointed by the structural engineer is expected to deliver the following services, in addition to the base requirement to align, in full, with the deliverables of the project-specific Interior Fitout and Workplace Design Services Brief:

- i. Prepare schematic designs and design development documentation for all the works described in the project brief and any generic Customer Agency's brief related to the consultant's discipline including incorporation and integration of all services requirement into the design.
- ii. Detailed design and certification of all structures including, for example, facades and internal wall support work, plant and equipment structures/platforms, and all structures required for balustrades, handrail supports requiring additional structural support.
- iii. Engage in the design review process, where required, as set out in Section 1.4 Design and/or Documentation Reviews.
- iv. Highlight and address any non-compliances to the NCC and any potential access and safety management issues.
- v. Review of shop drawings including but not limited to steel and any other specialist design or systems, where the project's appointed independent structural certification is required by the project etc.
- vi. Co-ordination with the relevant authorities, project stakeholders, the Consultant and other secondary/subconsultants.
- vii. Prepare completed structural engineering contract documentation for the approved works including specifications and schedules ensuring completeness, co-ordination with architectural and other building services documentation and sufficiency of documentation.
- viii. Attend site regularly, typically once per week. The number of site visits will be confirmed in the Request for specific projects.

- ix. Carry out site inspections to monitor contractor performance, quality of construction and compliance with all laws as defined in the General Conditions, with regards to structural works, and identify works requiring rectification.
- x. Carry out site visits to witness structural works prior to any covering up or enclosure and obtaining copies of test results.
- xi. Attend site meetings and ensure appropriate subconsultants also attend.
- xii. Use the NATSPEC specification system to prepare all technical specifications for the building works required by this contract, in accordance with the requirements of Section 1.5.4 Specification Requirements.
- xiii. Comply with the documentation format and quality control requirements and deliverables as detailed in Section 1.5 Documentation Format and Quality control, including but not limited to the supply of as constructed drawings to the DHW CADD Manual Requirements and clearly marked “AS CONSTRUCTED DRAWINGS” and operational/ maintenance manuals, in conjunction with the subcontractor/ contractor, in electronic copy in PDF and native file format (AutoCAD and, where applicable BIM).

### ***Minimum requirements for structural design and checking***

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.

i. Design Engineer:

- Shall have practical design experience in building structures commensurate with the value and complexity of the project.
- Shall be eligible for membership of the Institution of Engineers Australia as either a Corporate Member, or a Graduate Member.
- Is to be a registered structural engineer in Western Australia (transition commences 1 July 2024).

ii. Checking Engineer:

- Is not to have been directly involved in the design or planning of the work to be checked.
- May be a member of the design firm or a member of an independent firm.
- Is to be a registered structural engineer in Western Australia (transition commences 1 July 2024).
- Is eligible for membership of the Institute of Engineers Australia (or equivalent).
- Must have a minimum of 10 years practical experience in structural engineering for major or complex projects, or 5 years practical experience for minor projects not more than 2 storeys in height.
- Must have been actively engaged in structural engineering design of buildings during the preceding 3 years.

- Shall have worked with Australian design codes and regulations, current at the time, for the preceding 12 months.

iii. Separation of Design and Checking Function

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

iv. Certification

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

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

v. Recording of Design Loads

Design loads need to be recorded so they are available for circumstances for the following:

- An existing structural design is being considered for use in a new location.
- An existing project is to be altered or additions are to be made.
- Changes to building or room occupancies require an evaluation of floor load capacities.
- 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.

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

If an Australian Standard loading code has not been issued for a particular type of loading and an alternative standard (such as a British or New Zealand Standard) is not mandatory, then the design and checking engineers shall agree an appropriate load value.

Where design loads are used which are not sourced from Australian Standards, they shall be included with the information required by the following paragraphs.

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

a) 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.

b) Wind Loads

Wind region

Terrain category

Shielding multiplier

Topographic multiplier

Structure importance multiplier

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

c) Earthquake Loads

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

Acceleration coefficient

Site factor

d) 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.

e) Site Classification

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

If the classification varies across the site, the extent of each soil class shall be shown or noted on an appropriate structural drawing. The following is an example of the above requirements identifying information that should be included in the General Notes:

**Design information (\*\**example only*\*\*)**

**Dead and Live loads AS 1170.1-1989**

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

**Wind loads AS 1170.2-1989-Amdt. 3**

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

**Earthquake loads AS 1170.4-1993-Amdt. 1**

Structure type	II
Acceleration coefficient	0.14
Site factor	1.25

**Soil bearing pressures**

All footings (safe working bearing pressure)	3 kPa
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**Site classification M**

**3.4.3. Mechanical consultant**

Mechanical consultants must be registered under the *Building Services (Registration) Regulations 2011* and all relevant amendments.

The mechanical consultant whether engaged as a secondary or subconsultant, and any subconsultants appointed by the mechanical consultant is expected to deliver the following services, in addition to the base requirement to align, in full, with the deliverables of the project-specific Interior Fitout and Workplace Design Services Brief:

- i. Prepare schematic designs, developed and detailed design documentation for all the works described in the project brief and any generic Customer Agency's brief, related to the consultant's discipline, including but not limited to incorporation and integration



of all services requirements into the design and consideration of availability/ access to maintenance contractors.

- ii. Where applicable, the scope of services might also include the provision of advice and scheduling for the delivery of specialist equipment and facilities.
- iii. Engage in the design review process, where required, as set out in Section 1.4 Design and/or Documentation Reviews.
- iv. Prepare completely detailed design of all mechanical services including air conditioning equipment, mechanical ventilation, extraction systems, proposed ductwork, mechanical plant, equipment, fixtures and fittings.
- v. Design and documentation and co-ordination of the electrical and hydraulics services required to meet mechanical services design and requirements.
- vi. Co-ordination with the relevant authorities, project stakeholders, the Consultant and other secondary/subconsultants.
- vii. Highlight and address any non-compliances to the NCC and any potential access and safety management issues.
- viii. Prepare complete mechanical services contract documentation for the approved works including specifications and schedules ensuring completeness, co-ordination with architectural and other building services and sufficiency of documentation.
- ix. Attend site regularly, typically once per week. The number of site visits will be confirmed in the Request for specific projects.
- x. Carry out site inspections to monitor contractor performance, quality of construction and compliance with all laws as defined in the General Conditions with regards to mechanical systems, services and equipment and identify works requiring rectification.
- xi. Attend site meetings and ensure appropriate subconsultants also attend.
- xii. Co-ordinate and witness testing and commissioning of all mechanical services and ensure appropriate training and handover processes are undertaken.
- xiii. Use the NATSPEC specification system to prepare all technical specifications for the building works required by this contract, in accordance with the requirements of Section 1.5.4 Specification Requirements.
- xiv. Comply with the documentation format and quality control requirements and deliverables as detailed in Section 1.5 Documentation Format and Quality control, including but not limited to the supply of as constructed drawings to the DHW CADD Manual Requirements and clearly marked “AS CONSTRUCTED DRAWINGS” and operational/ maintenance manuals, in conjunction with the subcontractor/ contractor, in electronic copy in PDF and native file format (AutoCAD and, where applicable BIM)

#### **3.4.4. Electrical consultant**

The electrical consultant, whether engaged as a secondary or subconsultant, and any subconsultant appointed by the electrical consultant is expected to deliver the following services, in addition to the base requirement to align, in full, with the deliverables of the project-specific Interior Fitout and Workplace Design Services Brief:



## Interior Fitout and Workplace Design Services Brief

- i. Prepare schematic designs, developed and detailed design documentation for all the works described in the project brief and any generic Customer Agency's brief, related to electrical services including equipment, fittings and fixtures and incorporation and integration of all services requirements into the design.
- ii. Design of complete electrical services/systems, including but not limited to authority power supply, consumer mains/sub-mains cabling, switchboards, metering, general power distribution, lighting/power, lighting control systems where applicable, emergency evacuation and exit lighting systems, voice and data communications, public address system, MATV system, fire detection, closed circuit television (CCTV) access control, any briefed requirement for a Building Management System (BMS) and its commissioning, alternative energy systems where appropriate, scheduling of equipment, fittings and fixtures and incorporation and integration of all services requirements into the design.
- iii. Prioritise an assessment of the adequacy of the power supply to the site and advise the Principle's Representative of any necessary actions. Where necessary commence the design and procurement of new transformers/substations with the public utility.
- iv. Engage in the design review process, where required, as set in Section 1.4 Design and/or Documentation Reviews.
- v. Co-ordination with the relevant authorities, project stakeholders, the Consultant and other secondary/subconsultants.
- vi. Highlight and address any non-compliances to the NCC and any potential access and safety management issues.
- vii. Prepare complete electrical services contract documentation for the approved electrical works, including specifications and schedules, ensuring completeness, co-ordination with architectural and other building services documentation and sufficiency of documentation.
- viii. Attend site regularly, typically once per week. The number of site visits will be confirmed in the Request for specific projects.
- ix. Carry out site inspections to monitor contractor performance, quality of construction and compliance with all laws as defined in the General Conditions with regards to electrical systems, services and equipment and identify works requiring rectification.
- x. Attend site meetings and ensure appropriate subconsultants also attend.
- xi. Co-ordinate and witness testing and commissioning of all electrical services and ensure appropriate training and handover processes are undertaken with the Customer Agency's facility manager.
- xii. Prior to Practical Completion, review subcontractor test results and test sufficient circuits to ensure the Fitout is safe and fit for occupation at Handover.
- xiii. Use the NATSPEC specification system to prepare all technical specifications for the building works required by this contract, in accordance with the requirements of Section 1.5.4 Specification Requirements.
- xiv. Comply with the documentation format and quality control requirements and deliverables as detailed in Section 1.5 Documentation Format and Quality control, including but not limited to the supply of as constructed drawings to the DHW CADD

Manual Requirements and clearly marked “AS CONSTRUCTED DRAWINGS” and operational/ maintenance manuals, in conjunction with the subcontractor/ contractor, in electronic copy in PDF and native file format (AutoCAD and, where applicable BIM).

### 3.4.5. Hydraulic consultant

The hydraulic consultant, whether engaged as a secondary or subconsultant, and any subconsultants appointed by the hydraulic consultant is expected to deliver the following services, in addition to the base requirement to align, in full, with the deliverables of the project-specific Interior Fitout and Workplace Design Services Brief:

- i. Prepare schematic designs, developed and detailed design documentation for all the works described in the project brief and any generic Customer Agency’s brief, related to hydraulic services including appropriate lifecycle costing of systems where appropriate, which may include for example, hot water systems.
- ii. Design of hydraulic services / systems, including hot / cold water supply, wastewater disposal, gas reticulation, fire hydrant / hose reels, scheduling of equipment, fittings and fixtures and incorporation and integration of all services requirements into the design.
- iii. Engage in the design review process, where required, as set out Section 1.4 Design and/or Documentation Reviews.
- iv. Co-ordination with the relevant authorities, project stakeholders, the Consultant and other secondary / subconsultants.
- v. Highlight and address any non-compliances to the NCC and any potential access and safety management issues.
- vi. Prepare complete hydraulic services contract documentation for the approved hydraulics works including specifications and schedules ensuring completeness, co-ordination with architectural and other building services documentation and sufficiency of documentation.
- vii. Ensure all plumbing hardware and pipes are manufactured in accordance with the appropriate specified Australian Standard and that the specified or approved product is finally incorporated in the works.
- viii. Attend site regularly, typically once per week. The number of site visits will be confirmed in the Request for specific projects.
- ix. Carry out site inspections to monitor contractor performance, quality of construction and compliance with all laws, as defined in the General Conditions with regards to hydraulic systems, services and equipment, and identify works requiring rectification.
- x. Attend site meetings and ensure appropriate subconsultants also attend.
- xi. Co-ordinate and witness testing and commissioning of all hydraulic services and ensure appropriate training and handover processes are undertaken.
- xii. Use the NATSPEC specification system to prepare all technical specifications for the building works required by this contract, in accordance with the requirements of Section 1.5.4 Specification Requirements.

- xiii. Comply with the documentation format and quality control requirements and deliverables as detailed in Section 1.5 Documentation Format and Quality control, including but not limited to the supply of as constructed drawings to the DHW CADD Manual Requirements and clearly marked “AS CONSTRUCTED DRAWINGS” and operational/ maintenance manuals, in conjunction with the subcontractor/ contractor, in electronic copy in PDF and native file format (AutoCAD and, where applicable BIM)

#### **3.4.6. Fire engineer**

Fire safety engineers and fire systems engineers must be registered under the *Building Services (Registration) Regulations 2011* and all relevant amendments.

The engineer and any subconsultants appointed by the engineer when directly engaged by the Principal as a secondary consultant, is expected to deliver the following services, in addition to the base requirement to align, in full, with the deliverables of the project-specific Interior Fitout and Workplace Design Services Brief:

- i. Prepare schematic designs, developed and detailed design documentation for all the works described in the project brief and any generic Customer Agency’s brief, related to fire safety and fire systems including fire engineered solutions where required or appropriate.
- ii. Fire safety engineers - Develop holistic fire safety strategies and an integrated fire safety design which identifies all the fire safety measures required to meet the relevant performance requirements of the NCC to save life, protect property and preserve the built environment from destructive fire, through proper design, construction arrangements, and use of building materials.
- iii. Fire systems engineers - Design of services and systems of the agreed fire safety strategies, including fire water supply, fire hydrant systems, fire hose reel systems, fire sprinklers systems, fire detections systems, Emergency Warning and Intercommunication System (EWIS), smoke control systems, scheduling of equipment, fittings and fixtures and incorporation and integration of all services and systems requirements into the design.
- iv. Engage in the design review process, where required, as set Section 1.4 Design and/or Documentation Reviews.
- v. Co-ordination with the relevant authorities, project stakeholders, the Consultant and other secondary/subconsultants.
- vi. Highlight and address any non-compliances to the NCC and any potential access and safety management issues.
- vii. Prepare complete fire services contract documentation for the approved fire services works including specifications and schedules, ensuring completeness, co-ordination with architectural and other building services documentation, and sufficiency of documentation.
- viii. Attend site regularly, typically once per week. The number of site visits will be confirmed in the Request for specific projects.

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- ix. Carry out site inspections to monitor contractor performance, quality of construction and compliance with all laws as defined in the General Conditions with regards to fire services, systems, and equipment and identify works requiring rectification.
- x. Attend site meetings and ensure appropriate subconsultants also attend.
- xi. Co-ordinate and witness testing and commissioning of all fire safety services and systems and ensure appropriate training and handover processes are undertaken.
- xii. Use the NATSPEC specification system to prepare all technical specifications for the building works required by this contract, in accordance with the requirements of Section 1.5.4 Specification Requirements.
- xiii. Comply with the documentation format and quality control requirements and deliverables as detailed in Section 1.5 Documentation Format and Quality control, including but not limited to the supply of as constructed drawings to the DHW CADD Manual Requirements and clearly marked “AS CONSTRUCTED DRAWINGS” and operational/ maintenance manuals, in conjunction with the subcontractor/ contractor, in electronic copy in PDF and native file format (AutoCAD and, where applicable BIM).

**3.4.7. Asbestos/Hazardous materials consultant**

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

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

**3.4.8. Security consultant**

Security consultants must be licensed under the *Security and Related Activities (Control) Act 1996* and all relevant amendments.

The security consultant, whether engaged as a secondary or subconsultant, and any subconsultant appointed by the security consultant, is expected to deliver the following services, in addition to the base requirement to align, in full, with the deliverables of the project-specific Interior Fitout and Workplace Design Services Brief:

- i. Prepare schematic designs, developed and detailed design documentation for all the works described in the project brief and any generic Customer Agency's brief, related to security services including equipment, fittings and fixtures and incorporation and integration of all services requirements into the design.

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- ii. Design of complete security services/systems including but not limited to intruder detection, fire detection, duress alarms, CCTV and surveillance, interface with intercom systems, battery backed power supplies, control equipment, monitoring systems, wireless receiver equipment and wireless controlled detection devices, scheduling of equipment, fittings and fixtures and incorporation and integration of all services requirements into the design.
- iii. Engage in the design review process, where required, as set in Section 1.4 Design and/or Documentation Reviews.
- iv. Co-ordination with the relevant authorities, project stakeholders, the Consultant and other secondary/subconsultants.
- v. Highlight and address any non-compliances to the NCC and any potential access and safety management issues.
- vi. Prepare complete security services contract documentation for the approved security works, including specifications and schedules, ensuring completeness, co-ordination with architectural and other building services documentation and sufficiency of documentation.
- vii. Attend site regularly, typically once per week. The number of site visits will be confirmed in the Request for specific projects.
- viii. Carry out site inspections to monitor contractor performance, quality of construction and compliance with all laws as defined in the General Conditions with regards to security systems, services and equipment and identify works requiring rectification.
- ix. Attend site meets and ensure appropriate subconsultants also attend.
- x. Co-ordinate and witness testing and commissioning of all security services and ensure appropriate training and handover processes are undertaken with the Customer Agency's facility manager.
- xi. Use the NATSPEC specification system to prepare all technical specifications for the building works required by this contract, in accordance with the requirements of Section 1.5.4 Specification Requirements.
- xii. Comply with the documentation format and quality control requirements and deliverables as detailed in Section 1.5 Documentation Format and Quality control, including but not limited to the supply of as constructed drawings to the DHW CADD Manual Requirements and clearly marked "AS CONSTRUCTED DRAWINGS" and operational/ maintenance manuals, in conjunction with the subcontractor/ contractor, in electronic copy in PDF and native file format (AutoCAD and, where applicable BIM).

**3.4.9. Acoustic and/or building envelope consultant**

The acoustic and/or building envelope consultant, whether engaged as a secondary or subconsultant, and any subconsultant appointed by the acoustic and/or building envelope consultant, is expected to deliver the following services, in addition to the base requirement to align, in full, with the deliverables of the project-specific Interior Fitout and Workplace Design Services Brief:

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- i. Prepare schematic designs, developed and detailed design documentation for all the works described in the project brief and any generic Customer Agency's brief, related to acoustic and/or building envelope design including sustainability initiatives where required and/or appropriate.
- ii. Design of complete acoustic design including but not limited to environmental noise, background noise levels, acoustic isolation, speech privacy, room acoustics and noise control of services.
- iii. Design of complete building envelope design including but not limited to energy efficiency, natural ventilation, daylighting, insulation, and sustainability initiatives.
- iv. Engage in the design review process, where required, as set in Section 1.4 Design and/or Documentation Reviews.
- v. Co-ordination with the relevant authorities, project stakeholders, the Consultant and other secondary/subconsultants.
- vi. Prepare complete contract documentation for the approved acoustic and building envelope design, including specifications and schedules, ensuring completeness, co-ordination with architectural and other building services documentation and sufficiency of documentation.
- vii. Co-ordinate and witness testing and commissioning of acoustic and building envelope verification testing as required. Fee for this work may be an extra cost to be negotiated with the Principal's Representative.<sup>12</sup>
- viii. Use the NATSPEC specification system to prepare all technical specifications for the building works required by this contract, in accordance with the requirements of Section 1.5.4 Specification Requirements.

### 3.4.10. Sustainability consultant

Where deemed necessary, a sustainability consultant may be engaged to assist the design team to meet the requirements of Technical Guideline TG040 – Environmentally Sustainable Design Guideline for Non-Residential Government Buildings, whether engaged as a secondary or subconsultant. The sustainability consultant is expected to deliver the service as outlined in TG040, in addition to the base requirement to align, in full, with the deliverables of the project-specific Interior Fitout and Workplace Design Services Brief. The requirements of TG040 may be superseded or augmented by the Customer Agency's own environmentally sustainable design (ESD) brief which the Principal's Representative will confirm at the Project Initiation and Definition stage.

When engaged, the sustainability consultant must also:

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<sup>12</sup> PM to confirm with Customer Agency if this is required and whether it will attract an extra fee from the consultant.



- i. Engage in the design review process, where required, as set in Section 1.4 Design and/or Documentation Reviews.
- ii. Co-ordinate with the relevant authorities, project stakeholders, the Consultant and other secondary/subconsultants.
- iii. Prepare complete contract documentation for the approved sustainability initiatives, including specifications and schedules, ensuring completeness, co-ordination with architectural and other building services documentation and sufficiency of documentation.
- iv. Use the NATSPEC specification system to prepare all technical specifications for the building works required by this contract, in accordance with the requirements of Section 1.5.4 Specification Requirements.

## **4. Typical scope of service**

The extent of contracted services required for each specific project, will be defined by the project-specific Letter of Acceptance.

### **4.1. Scope of services**

The Principal's Representative will provide the Consultant with a project-specific scope of works outline and financial budget for the project. Notwithstanding the base requirements of this Interior Fitout and Workplace Design Services Brief, the scope of service may include some or all the services described below. The scope anticipated to meet the requirements of the specific project, will be defined in the Request.

- i. Undertake site inspections, prepare schematics, detailed drawings, specifications and provide tender advice as required. May also be commissioned to undertake contract documentation and contract administration up to final completion.
- ii. Assist the Cost Management consultant to prepare estimates, project cost plans, pre-tender estimates, bills of quantities and reconciliation of tender results, etc. as required. Refer Section 3.1 Engagement of secondary consultants.
- iii. Assist the Time Planner consultant to prepare delivery and construction phase programming, as required. Refer Section 3.1 Engagement of secondary consultants.
- iv. Facilitate, prepare, and integrate the findings and recommendations for the project-specific risk and safety management plans and reports. Refer Section 1.3 Risk and Safety Management.
- v. Provide professional advice on projects where there are heritage issues to be managed, including liaison with all other government agencies. Conservation plans do not form part of this service.
- vi. Building consultants within the design firm may be engaged to provide site inspections, undertake technical investigations, and provide practical building advice, estimates, simple designs and specifications for minor repairs and restorations.
- vii. Building consultants within the design firm may be appointed to undertake the entire project including contract documentation and contract administration up to final completion.

- viii. Draftspersons within the design firm may be engaged to undertake site inspections, consultation and provide schematic and detailed drawings.
- ix. Consultants shall not change any member of its project team, including any of its subconsultants, or allow its subconsultants to change any members of their project teams that formed part of a firm's specific project offer, without prior written approval of the Principal's Representative. Refer Section 3 Secondary and sub consultants.
- x. Requirements for the project-specific interior fitout and workplace design services, including the scope of agreed reporting and deliverables, will be defined at the time of establishment of the contract.

Full commissions refer to contracts where the Consultant undertakes the management of the entire works project from brief finalisation up to final completion including the role of Superintendent's Representative.

Partial commissions refer to contracts where the Consultant undertakes only part of the works project – generally up to the contract documentation stage. Scope of works for each stage is described in the following sections.

The consultant project team will be required to undertake the following services within the prescribed fee unless otherwise specified.

- i. Management.
- ii. Site investigation.
- iii. Brief finalisation.
- iv. Schematic design.
- v. Design development.
- vi. Contract documentation.
- vii. Contract administration.
- viii. Furniture selection and scheduling.
- ix. Project handover.
- x. Defects period and project close.

The full scope of works that may be required for each respective project stage, in addition to the base standard requirements of this Services Brief, is described in the following sections.

## **4.2. Site investigation**

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

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



Upon engagement, the Principal's Representative will introduce the Consultant to the DHW-appointed facilities manager and DHW maintenance officer, if applicable. The Consultant shall liaise with the building's facilities manager on any issues related to the project, such as, obtaining information on any site history which may affect this project and keep facilities manager informed of the project.

Refer also to Section 1.5.1 Documentation provided by the Principal regarding available documentation.

### **4.3. Brief finalisation**

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

#### **4.3.1. Part A: Functional brief and accommodation schedules**

The Consultant shall:

- i. Prepare a functional brief and accommodation schedules acceptable to the Principal's Representative, including functional relationships, operational and area requirements. In preparation of the various briefs give due consideration to the customer agency's objectives, management philosophies, resources, financial, budgetary, technical and physical requirements and possible future needs.
- ii. Action relevant outcomes from value management and risk management studies as appropriate and/or as directed by the Principal's Representative.
- iii. Prepare briefs defining the building fabric and building services technical and performance requirements, nominating appropriate benchmarks for technical and cost conformance.
- iv. Where customer agencies have their own detailed accommodation standards these are to be followed in the preparation of the functional brief.

#### **4.3.2. Part B: Fitout brief**

The Consultant shall:

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

The fitout brief will provide the initial information and requirements for the schematic design and design development stages. The initial version of the fitout brief is to be completed in

conjunction with the schematic design. The subsequent evolving fitout brief will be progressively reviewed and updated during design development and completed in conjunction with the final design development fitout drawings.

#### **4.3.3. Engineering design requirements**

Within the project brief described in Sections 4.4.1, the consultant shall consider all existing and new engineering design requirements, including but not limited to:

- i. structural works including structural supports for internal wall, plant and equipment etc;
- ii. mechanical services including air conditioning, mechanical ventilation and extraction system, ductwork, plant and equipment etc;
- iii. electrical and security services including power supply, consumer mains/sub-mains cabling, switchboards, metering, lighting/power, control systems, emergency evacuation and exit lighting, voice and data communications, public address, MATV, closed circuit television, Building Management System (BMS), alternative energy systems where appropriate etc;
- iv. hydraulic services including hot and cold water supply, wastewater disposal, gas reticulation etc;
- v. fire safety and fire systems;
- vi. acoustic design including environmental noise, background noise levels, acoustic isolation, speech privacy, room acoustics and noise control of services etc; and
- vii. adjustment to existing building envelope to improve energy efficiency, natural ventilation, daylighting, insulation, and sustainability initiatives.

The Consultant may be reliant on subconsultants for individual elements to meet their responsibilities. Refer Section 3 Secondary and subconsultants.

### **4.4. Schematic design and design development**

The schematic design is to meet the requirements of the project brief and be acceptable to the Principal's Representative in all respects including:

- i. functional relationships;
- ii. agreed cost benchmarks;
- iii. physical appearance (aesthetics);
- iv. buildability; and
- v. material selections and their ability to be recycled.

A design review may be undertaken by DHW at the end of schematic design and/or design development stage. Refer to Section 1.4 Design and/or documentation reviews.

The Consultant shall:

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- i. prepare separate schematic designs and design development documents for all works described in the project brief; and
- ii. incorporate and integrate all services requirements into the design.

The design development documents shall include, but not necessarily be limited to:

- i. developed plans;
- ii. three-dimensional concept drawings as appropriate;
- iii. colours and finishes, selection of furniture and fittings;
- iv. co-ordinated engineering services; and
- v. developed estimates and programs.

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

The Consultant shall ensure that the fitout design complies with GOA policies and standards as amended from time to time. Any deviation from GOA policies and standards must be approved, in writing, by the Principal's Representative.

#### **4.4.1. Project cost plans**

Where appropriate, the Principal's Representative may engage the services of a qualified Cost Management/Quantity Surveyor to prepare project cost plans in accordance with DHW's project cost planning guidelines for consultants. This document is available for viewing on the DHW website [Department of Housing and Works](#). Refer also to Section 3.1.1 Cost Management/Quantity Surveyor.

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

Project cost plans are to include all costs associated with the project including but not limited to:

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

The Principal's Representative will provide details of the DHW's fees and disbursements. The Consultant shall forward the project cost plan to the Principal's Representative to obtain Customer Agency approval.

## **4.5. Contract Documentation**

#### 4.5.1. Documentation requirements

The objective is to translate the approved developed design into a contract document and construction contract, without requiring further decisions, and within the budget set for the project.

The essential elements to be included in the documentation are:

- i. a clear scope of works;
- ii. specifications for the works; and
- iii. drawings showing the location of the works.

The documents and specifications should reference all relevant government policies and guidelines (refer Section 1.2 Policies, Requirements and Guidelines), updated, and developed project-specific risk and safety management plans and reports, and legislated technical standards and work practices, such as Australian Standards, *Work Health and Safety Act 2020*, the National Construction Code (NCC) etc.

Notwithstanding the requirements of the design review process applicable to the project (refer Section 1.4 Design and/or Documentation Reviews), the Consultant is to provide an electronic copy of the draft contract documentation to the Principal's Representative for review prior to submitting the final documentation for tender.

The Consultant shall:

- i. prepare complete fitout and engineering contract documentation for the approved works, including preparation of specifications and schedules;
- ii. facilitate, coordinate, develop and integrate the recommendations from the project-specific risk and safety management plans and reports;
- iii. prepare a colour scheme for the documented works and advise colours and materials for non-construction items such as loose furniture and furnishings;
- iv. coordinate with all relevant parties to obtain all certification required to apply for a building permit prior to the calling of tenders, including a Certificate of Design Compliance;
- v. Continually review and update the project cost plan to maintain the project within the agreed limit of cost estimate. Prepare a pre-tender estimate prior to the calling of tenders;
- vi. liaise with and obtain all necessary authority approvals for the contract documentation prior to the calling of tenders;
- vii. ensure all efforts has been carried out to specify local products, including discussing its interrogation with the Principal's Representative. Refer to Section 1.2.1 WA Recovery Plan and Buy Local Policy; and
- viii. where applicable, ensure the required independent reviews are undertaken and due consideration is made. Refer Section 1.4 Design and/or Documentation Reviews.

#### 4.5.2. Consultant Attestation

Where the Consultant is required to produce and deliver tender documents to the Principal, the Consultant must include a written attestation confirming adherence to the requirements of Section 1.5.7 Consultant certification and attestation, and in accordance with Clause D.2.7 of the Request.<sup>13</sup>

#### 4.5.3. Tender documentation requirements

Notwithstanding the minimum requirements of this Interior Fitout and Workplace Design Services Brief, the Consultant is required to:

- i. <sup>14</sup>Package up all documentation in a form suitable for the calling of the tenders. The Principal's Representative will provide direction on which contract type will be applicable;
- ii. include a Bill of Quantities, if required;
- iii. use the current DHW's Master Preliminaries for Works Contracting as the base for the contract specification preliminaries, prepared in conjunction with DHW. DHW's current Master Preliminaries, associated forms and specification preliminaries guide notes for works contracting will be provided by the Principal's Representative upon request from the Consultant;
- iv. apply government and DHW tendering and contracting policies and practices as they are intended to be applied. Should this not occur, DHW may, at its discretion, advise the Consultant that it will not consider proposals for future contracts from the Consultant for a period of twelve months or such lesser period determined by DHW;
- v. rise and fall is applicable if the construction period over 26 weeks;
- vi. notwithstanding any independent contract documentation phase review (refer Section 1.4 Design and/or Documentation Reviews), a final tender ready version of the full documentation and specification is also required to be delivered to the Principal's Representative for review of the documents compliance with government and DHW tendering and contracting policies and practices. The Consultant must ensure that the Principal's Representative is given a minimum of five (5) working days to review the specification and advise the Consultant of any areas that may need attention;

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<sup>13</sup> This clause refers to the Interior Fitout and Workplace Design Services Panel 2020 Request. If an alternate contract is being used, replace clause number with the relevant clause number from that contract.

<sup>14</sup> Substitute the AS 4122-2010 General Conditions of Contract only with the approval of the Assistant Director, Building Contracting Services.

- vii. without delaying the delivery of the tender documents, ensure that the specification is edited as required following the Principal's Representative review;
- viii. deliver to the Principal's Representative within the timeframe requested by the Principal's Representative, the following documents:
  - schedule of anticipated charges. including for example headworks etc; and
  - schedule of items to be supplied by Principal's Representative and any allowance for payment in advance shall be informed through the Annexure;
- ix. deliver to the Principal's Representative within the timeframe requested by the Principal's Representative:
  - an electronic set of the tender documents as directed by the Principal's Representative in accordance with Section 1.5 Document format and quality control.

## 4.6. Tender

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

The Principal's Representative will tender the works.

Tenders will close at Tendering Services Djookanup 16 Parkland Road Osborne Park 6017.

The Consultant is to record all Tender enquiries on the DHW approved form and forwarded to Tendering Services before 2:30 pm on the day that tenders close.

The Consultant is required to:

- i. assess all tenders and check for technical compliance;
- ii. resolve all technical issues arising from the tender assessment;
- iii. participate in the panel evaluation meeting, which is convened and lead by the Principal's Representative;
- iv. participate in a meeting between the Principal's Representative, the Consultant, and the preferred tenderer, to discuss the project and the tender. The Principal's Representative will convene the meeting, if required;
- v. not carry out any negotiations if the Principal's Representative commences post-tender negotiations with a tenderer, however, the Consultant must provide any information or documents required by the Principal's Representative to assist those negotiations;
- vi. Reconcile the tender result with the pre-tender estimate.
- vii. submit a full tender evaluation report to the Principal's Representative with a recommendation of a successful tenderer.
- viii. comply with other DHW tendering requirements.

## 4.7. Contract Administration

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The Consultant must administer the construction contract as the Superintendent's Representative during the construction period, including the defects liability period. This includes issuing all instructions, progress claim processing, issuing certificates and variation orders previously authorised by the Principal's Representative, and the preparation of any additional drawings needed to clarify the works.

The Consultant shall nominate within its service proposal a senior and experienced staff member to administer the works contract as the Superintendent's Representative.

In the capacity of Superintendent's Representative, amongst other things, the Consultant may be required to:

- i. issue instructions, directions and orders to appointed construction contractor;
- ii. attend to and resolve requests for information in connection with the construction works within seven (7) calendar days or within such lesser time as required to ensure that the appointed construction contractor is not unduly delayed;
- iii. attend site meetings and visits on at least a fortnightly basis or as reasonably required at a frequency as agreed with the Principal's Representative;
- iv. review and approve the construction program in native file format as provided by the construction contractor, from time to time;
- v. provide advice to the Principal's Representative regarding the construction works;
- vi. ensure that the construction contractor informs the building's facilities manager of any disruptions to existing service;
- vii. review submissions for shop detailing, door and window framing, switchboard drawings and the like including distribution to appropriate building services consultant or engineer in a timely fashion and in a manner that does not impede the construction contractor's progress;
- viii. prepare additional drawings as needed to clarify the construction contract;
- ix. update as-constructed drawings as the construction works progress;
- x. monitor progress of work on site and assess compliance with the construction contract (including special conditions of contract), drawings, specifications, applicable building standards, permits or approvals;
- xi. monitor the Contractor's compliance with contractual obligations in relation to obligations to imported goods/services, use of local suppliers/subcontractors, materials recycling, and Aboriginal Economic Development where applicable;
- xii. monitor the Contractor's compliance with contractual obligations in relation to obligations to subcontractors, including but not limited to spot checks with subcontractors confirming the Contractor has discharged its liabilities to those subcontractors;
- xiii. assess cost variations and extension of time claims in accordance with the construction contract;
- xiv. issue variation orders authorised by the Principal's Representative in accordance with the terms of the contracts between the Consultant and the Principal and between the Principal and the appointed construction contractor;



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- xv. receive, assess and process payment claims, including the issuance of payment certificates. Refer also to Section 1.8 Payment process;
- xvi. promptly inspect standards of work and direct rectification for defective work as required;
- xvii. assist in the management of disputes or differences arising under the construction contract and provide advice and technical support as required;
- xviii. in conjunction with applicable secondary and subconsultants, witness testing and commissioning of building services by the Contractor and authorities and verify compliance with the requirements of the construction contract;
- xix. assist in the procurement of loose furniture and equipment fitout as required under the commission.
- xx. Practical Completion reporting as identified in Section 1.6.8;
- xxi. issue one or more certificates of Practical Completion and the Final Certificate in respect of the construction contract;
- xxii. liaise with the Principal's Representative on any issues related to the project including any relevant site history information which may affect this project;
- xxiii. where works are being undertaken at an occupied site, during construction phase, ensure that the construction contractor informs the Superintendent's Representative, the Principal's Representative, and site users (including Facility Manager) of any disruptions to existing service;
- xxiv. coordinate and submit all As Constructed CADD drawings and manuals within the nominated time periods. Refer Sections 1.6 Document Format and Quality control and 1.7 Handover Requirements; and
- xxv. refer also to Clause 1.2.3 Work at an Existing Premise.

**4.7.1. Approval from the Principal's Representative**

When appointed as the Superintendent's Representative, the Consultant or its employee shall obtain written approval from the Principal's Representative prior to issuing any direction, instruction or variation that has the effect or potential for increasing or reducing the scope of work under the construction contract unless directed otherwise by the Principal's Representative or extending the Date for Practical Completion. This is not required if by doing so is:

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

***Substitutions***

In accordance with the terms of the construction contract, requests from the Contractor to substitute products or items specified by example must be referred to the Principal's Representative for determination, together with a written recommendation from the Superintendent's Representative, which includes detailed commentary from the relevant design expert (designer, architect, engineer, etc). Refer Section 1.2.1 WA Recovery Plan and Buy Local Policy.

#### **4.7.2. Site safety coordination meeting**

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

- i. the Principal's Representative;
- ii. representatives of the construction contractor;
- iii. representatives of the customer agency; and
- iv. representatives of any other occupier of the site who may be affected by the construction works, the subject of the construction contract.

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

The Superintendent's Representative must ensure that the construction contractor minutes the meeting and distributes the minutes to all attendees.

The Superintendent's Representative will periodically inspect the works and attend site meetings and ensure that the appropriate secondary and subconsultants also attend. The Superintendent's Representative is to monitor the construction contractor's compliance with its workplace safety and health obligations under the contract and ensure copies of the construction contractor's safety management plan, safe work procedures and its monthly audits are available on site.

The above item is to be a standing agenda item at each site meeting and any non-compliance is to be reported to the Principal's Representative as soon as practicable. Refer to Section 1.3 Risk and safety management.

#### **4.7.3. Site Meetings**

Regular site meetings are to be held as directed by the Principal's Representative.

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

The Superintendent's Representative is required to monitor the construction contractor's compliance with:

- i. *Building Act 2011 (Western Australia)* requirements including permit conditions, tests or inspections required, Certificate of Construction Compliance etc;
- ii. its declaration that there are no imported goods or services being used in the works, other than those which have been notified to the Principal's Representative;
- iii. its commitment to Aboriginal Economic Development;
- iv. recycling of materials requirements by auditing the disposal destination documentation for green waste, earth, fill, brick, mortar, concrete, and metal that are recycled either by use on-site or by delivery to a recycling facility; and
- v. the safety and risk management plan and any issues associated with those risks.

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

#### **4.7.4. Site Visits**

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

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

The Superintendent's Representative shall provide a report to the Principal's Representative as outlined in Section 1.6.7 Contract administration reports.

#### **4.7.5. Testing of services**

Prior to issuing a Certificate of Practical Completion, the Superintendent's Representative and subconsultants are to ensure:

- i. the construction contractor records the testing of all services by the relevant subcontractor and submits a report to the Superintendent's Representative for approval prior to the Superintendent's Representative and sub consultants requesting to witness onsite commissioning tests;
- ii. this report is in addition to the handover manual, outlining design parameters and appropriate operation and testing methods. Where performance can be improved or upgraded by management and occupant behaviour, this is to be documented in writing, indicating the measures required to achieve the designed benchmarks;

- iii. all testing and certificates required by any building permit or demolition permit issued in accordance with the *Building Act 2011 (Western Australia)*, that are or ought to be in the power, possession, custody or control of the Contractor or any party acting on, for, or on their behalf, have been carried out or obtained respectively; and
- iv. the completion of any other item nominated in the Contractor's contract with the Principal, before a Certificate of Practical Completion will be issued to the Contractor.

Refer Section 1.7 Handover Requirements.

#### **4.7.6. Practical Completion**

The Superintendent's Representative is required to undertake the following including, without limitation:

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

The Superintendent's Representative is to demonstrate that the construction works:

- i. have been undertaken and completed in accordance with:
  - the conditions of Contract, including Special Conditions of Contract;
  - the drawings, specifications, and applicable building standards; and
  - any permits or approvals issued by the relevant permit authority pursuant to the *Building Act 2011 (Western Australia)*;
- ii. are free of defects or omissions other than minor defects and omissions; and
- iii. are otherwise suitable for their intended purpose.

#### **4.7.7. Post Occupancy Training Session**

Within fourteen (14) days of issuing a Certificate of Practical Completion (unless defined by the Works Contract or the Principal's Representative), the Superintendent's Representative shall arrange within an agreed timeframe with the Principal and the occupier, an onsite post-occupancy training session. Training sessions shall be attended by the Superintendent's Representative, relevant subconsultants, the construction contractor and relevant subcontractors for the purposes of training facility management to operate the tenancy in accordance with the design intentions.

Refer to Section 1.7 Handover requirements.

#### 4.7.8. Building Tuning Between Practical Completion and Final Completion

The Consultant/Superintendent's Representative, with the assistance of the relevant sub consultants, shall ensure:

- i. All building systems are tuned to achieve design outcomes between practical completion and final completion, including meeting the requirements of Technical Guideline TG040, with respect to verification and handover, where applicable;
- ii. A relevant member of the design team is involved in the tuning process;
- iii. Quarterly tuning/monitoring is undertaken and the outcomes are reported to the occupier and relevant consultants;
- iv. Full re-commissioning is undertaken twelve (12) months after practical completion; and
- v. A building tuning report on the outcomes of the tuning process is provided to the Superintendent's Representative, the Customer Agency's Representative and made available to the design team.

Refer Section 1.7 Handover Requirements.

#### 4.7.9. Energy Use Reporting Prior to Final Certificate

Before issuing the Final Certificate, the Superintendent's Representative is to provide a copy of the energy use report to the Principal's Representative.

The energy report is to be facilitated and coordinated by the Superintendent's Representative and prepared by the electrical and mechanical consultants.

Refer Section 3.2.1 Energy use monitoring and reporting - service consultants.

#### 4.7.10. Defects Liability Period (DLP)

The Consultant is to facilitate and be the contact person between the subconsultants and facility manager/building occupier regarding the satisfactory operation of the various engineering and building systems during the DLP.

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

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

#### 4.7.11. 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 construction contractor pursuant to the construction contract; and
- b. the construction 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 construction contractor's rights to the return of security that otherwise exist under the construction contract.

#### **4.7.12. Final Completion**

The Superintendent's Representative shall undertake the following services in relation to final completion, including, without limitation:

- i. one month prior to the expiry of the defects' liability period, inviting all nominated parties to a final completion/final handover meeting;
- ii. chairing the final completion meeting, preparing and distributing minutes;
- iii. with the relevant subconsultants, carry out a final completion inspection to identify remaining defects;
- iv. updating the defects liability list and forwarding it to the construction contractor for action; and
- v. ensuring all defects have been rectified prior to the issuing of the final completion certificate.

Where the Contract comprises of separable portions, this requirement applies to each separable portion.

The contract administration services are to continue until the project reaches a minimum fifteen (15) days after the issuing of a final certificate and no notice of dispute has been served in respect of that final certificate.

Refer to Section 1.7 Handover requirements.

### **4.8. Deliverables**

For the typically anticipated Schedule of Deliverables for each respective stage of the project, refer to Section 6.1 Schedule of Deliverables. The Consultant is responsible for ensuring that the required deliverables from each discipline, including the fitout and workplace design, building services consultants and engineers, are delivered at each of the respective project stages in accordance with requirements advised in this Services Brief. Refer Section 1.5 Document format and quality control and Section 1.6 Deliverable and reporting requirements.

Although the Contractor has responsibility for the provision of ‘as constructed’ drawings and operations/maintenance manuals and warranties, the Consultant is responsible for the review and sign-off of these documents, including those provided by the applicable subconsultants. The Consultant is also responsible for the co-ordination, collation, and submission of these deliverables at Practical Completion to the Principal’s Representative. Refer Section 1.7 Handover Requirements.

## **5. Loose furniture and equipment – Procurement services**

The Consultant must arrange the calling of quotations and/or tenders for the procurement of loose furniture and equipment, in accordance with Advisory Services’ policies and guidelines, on behalf of the Principal.

### **5.1. Loose furniture and equipment**

The Consultant must manage the provision and relocation of loose furniture and equipment. This includes:

#### **5.1.1. Identifying Customer Agency’s requirements**

Identify and nominate the Customer Agency’s needs through:

- i. becoming familiar with the Customer Agency’s policies, standards, and accommodation schedules with respect to furniture and equipment;
- ii. liaising with the Customer Agency to determine its detailed furniture and equipment requirements with respect to the project;
- iii. carrying out surveys of existing furniture and equipment to determine their suitability for reuse; and
- iv. providing advice to the Principal’s Representative and the Customer Agency regarding product range and availability, technical characteristics of furniture and equipment, and provide options and recommendations.

#### **5.1.2. Documentation, scheduling and estimating**

Maintaining adequate documentation, scheduling and estimating through:

- i. preparing designs, documentation, specifications and schedules (including finishes and colour schedules) for the complete furniture and equipment needs (new and reused) of the project;
- ii. preparing preliminary and detailed estimates of the furniture and equipment service including, where appropriate, products, warehousing, delivery, installation and relocation;
- iii. determining the delivery program and delivery location details for the furniture and equipment service to meet the required time frame;



- iv. identifying and recommending appropriate procurement method/s to achieve furniture and equipment needs for approval and action by the Principal's Representative;
- v. preparing contract documentation, where appropriate, for the purchase, delivery, installation and relocation of furniture and equipment in accordance with the approved procurement method/s.

All documentation prepared must adhere to the general requirements of this Services Brief, including but not limited to Section 1.5 Document format and quality control.

### **5.1.3. Supporting and arranging purchases:**

The Consultant is responsible for supporting and facilitating the Principal's Representative to procure and purchase the furniture and equipment required by the project. The Consultant will be responsible for obtaining any required quotations and preparing all associated and necessary contract documentation. The Consultant is to liaise with any appointed furniture suppliers to confirm all the required information, including delivery dates and times, location details, and arrange and verify delivery of all scheduled furniture and equipment to the designed location.

Where possible, furniture must be procured in line with the relevant common use agreements (CUA) buyer's guide and must use the referenced quotation / order form. Where furniture is not available from a CUA, Western Australian Procurement Rules must be applied and the Principal's Representative will be responsible for the procurement, on the recommendations of the Consultant. The Consultant will be required to call and/or facilitate the calling of quotes in accordance with the government's procurement policies. Refer Section 1.2 Policies, Requirements and Guidelines.

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

For any furniture and equipment purchases, including under a CUA, coming within the Consultant's scope, the Consultant will:

- i. provide to the Principal's Representative, for their procurement, the recommended scope of furniture (including any subsequent variations), ensuring budget control and that the Consultant has inspected samples to ensure suitability of furniture items selected;
- ii. inspect furniture upon delivery and placement in position and report to the Principal's Representative whether the furniture is:
  - subject to any defects and the rectification work required; and
  - exactly what was ordered.

- iii. assist the Principal's Representative to review all invoices received and verify they are correct and valid for payment;
- iv. include in the Consultant's routine project reports, a section addressing the status of furniture design, budget, selection, ordering as advised by the Principal's Representative, delivery and defects rectification.

#### 5.1.4. Supervision of the supply and installation

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

- i. direct delivery personnel the correct placement of the sourced furniture and equipment around the premise;
- ii. inspect to ensure all furniture is ready for use, including being fully unwrapped and unpacked, is fully assembled, any keys are in place, is undamaged, correctly levelled, is clean, and all packaging and waste has been removed from site; and
- iii. certify that the sourced furniture and equipment is provided, and its installation is correct and complete.

## 5.2. Warehousing and delivery services<sup>15</sup>

The Consultant is to assist and facilitate the Principal's Representative to procure and manage the provision and supply of any project required warehousing and delivery services. This will include:

- i. identifying the Principal's nominated needs through:
  - liaising with both the Principal's Representative and the Customer Agency to determine its requirements with respect to the project;
  - providing advice to both the Principal's Representative and the Customer Agency regarding warehousing and delivery services, logistical matters, and providing options and recommendations;
  - refer Sections 1.1.1 Agency Specific requirements and 1.2 Policies, Requirements and Guidelines;
- ii. scheduling and estimating through:
  - determining the time program for warehousing and delivery services, and co-ordinating activities to meet the required time frame; and
  - preparing preliminary and detailed estimates for warehousing and delivery services.
- iii. assisting the Principal's Representative in procuring warehousing and delivery services by:

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<sup>15</sup> PM should strike out this clause if warehousing and delivery services not required.

- supplying documentation for the purpose of calling for tenders, quotations, or estimates;
  - confirming supply, delivery, and cost details with the selected supplier and
  - ensuring appropriate details, for example, access and placement are specified in the tender documents for the building contract.
- iv. managing the warehousing and delivery services:
- liaising with the removalist supplier regarding warehousing requirements and timeframe for assembly and delivery of furniture. Where removalist services are required, the furniture supplier must take care to ensure all furniture is assembled prior to delivery;
  - monitoring the stockpiles of furniture within the warehouse; and
  - advising removalist supplier of final delivery requirements and coordinating and certifying correct delivery to site.

Actions under this clause are covered by the Removalist Services CUA. The current CUA is available through

<https://www.wa.gov.au/government/cuas/common-use-arrangements-cuas>

### **5.3. Principal's Representative function**

The Principal's Representative will:

- i. provide information regarding policy, including but not limited to, Government contracts processes and standards;
- ii. provide standard furniture briefs or furniture schedules for specific building or requirements of the Customer Agency, where these are available;
- iii. review and approve the procurement method proposed by the Consultant;
- iv. tender and/or coordinate RFQ procurement packages, where required;
- v. provide a point of contact for Tender or RFQ enquiries; and
- vi. procure, place all orders, and pay all accounts for orders, upon the recommendation of the Consultant and approval of the Agency.

### **5.4. Common Use Arrangements (CUAs)**

DHW has Common Use Arrangements (CUAs) in place that detail a range of suppliers including the supply and delivery of furniture, warehousing and removalist services, and transport services – freight and courier.

To identify the relevant CUA and for further information on current CUAs, refer to [Common Use Arrangements \(CUAs\)](#).

Buyers' guides are available for the following CUAs and include details of suppliers, prices, discounts offered, delivery and ordering.

Any specification prepared in the procurement of CUA defined product or services, must be generic to not exclude a supplier. Where it is not possible to generically specify a product, adherence is required to the:

- “Western Australian Procurement Rules”, and
- Any guide notes assisting in the preparation of specification preliminaries and the construction contract as provided by DHW.

Including with respect to the ‘specification by example’ of any materials, products or components of the Works.

Refer Sections 1.2.1 WA Recovery Plan and Buy Local Policy and 1.5.4 Specification Requirements.

#### **5.4.1. Office and classroom furniture**

This CUA may be used to guide loose furniture and equipment specification development.

Any specification should be written in a manner that is generic so as not to exclude a supplier.

All procurement strategies for loose furniture and equipment must be approved by the Principal’s Representative.

#### **5.4.2. Removalist services**

This CUA is mandatory for removalist service procurements within the Perth metropolitan area.

#### **5.4.3. Transport services – Freight and courier**

This CUA is mandatory in the Perth metropolitan region.

## 6. Appendices

## 6.1. Schedule of Deliverables <sup>16</sup>

Project Title: \_\_\_\_\_ Project No: \_\_\_\_\_  
 Consultant's Name: \_\_\_\_\_ Schedule Update No:..... Attached to Progress Fee Claim No: \_\_\_\_\_

- Notes:
1. This is not an exhaustive list. Additional items may need to be provided to reflect the nature of the specific project.
  2. Refer to Request clause– Schedule of Deliverables
  2. The Consultant is responsible for maintaining and completing Columns 1 to 6 of this Schedule.
  3. Column 7 is for use by the Principal's Representative only.
  4. Quantities and method of transmission to be confirmed by the Principal's Representative.

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<sup>16</sup> *This clause should not be edited or deleted without prior approval of your Manager. Upon completion of the editorial works, check that the Section No. for the Schedule of Deliverables is correct.  
 Go to Section 1.5 of this document and delete or add deliverables to suit the specific requirements of the Customer Agency and project. Any comments you may wish to include can be inserted in column 4.*

**6.1.1. Commission and brief preparation**

<b>1 Phase</b>	<b>2 Consultant Deliverables</b>	<b>3 To Be Submitted To:</b>	<b>4 Comments</b>	<b>5 Date Submitted</b>	<b>6 Status Complete (%)</b>	<b>7 Principal's Rep.'s Confirmation</b>
Commission commencement	Consultant's probity declaration	Principal's Representative	Obtain form from Principal's Representative			
Brief preparation	Evidence of Consultant's insurances	Principal's Representative				
	Final project brief & brief finalisation report	Principal's Representative and Customer Agency's Representative				
	Signed off brief	Principal's Representative				



### 6.1.2. Schematic design

1 Phase	2 Consultant Deliverables	3 To Be Submitted To:	4 Comments	5 Date Submitted	6 Status Complete (%)	7 Principal's Rep.'s Confirmation
Schematic Design	Schematic plans	Principal's Representative				
	Schematic design report	Principal's Representative				
	Completed sustainability reporting documents	Principal's Representative				
	Complete package for BTS design review.	Principal's Representative	Where applicable. As directed by the Principal's Representative			
	Completed BTS design review response form.	Principal's Representative	Where applicable. As directed by the Principal's Representative			
	Confirmation that schematic plans have been signed off by the and Principal's Representative and Customer Agency.	Principal's Representative				
	Copy of the Principal's Representative written approval to proceed to the next phase.	Principal's Representative				

### 6.1.3. Design development

1 Phase	2 Consultant Deliverables	3 To Be Submitted To:	4 Comments	5 Date Submitted	6 Status Complete (%)	7 Principal's Rep.'s Confirmation
Design Development	Design development report	Principal's Representative and Customer Agency's Representative				
	Completed sustainability reporting documents	Principal's Representative				
	Complete package for BTS design review.	Principal's Representative	Where applicable. As directed by the Principal's Representative			
	Completed BTS design review response form.	Principal's Representative	Where applicable. As directed by the Principal's Representative			
	Confirmation that design development plans have been signed off by the Customer Agency.	Principal's Representative				
	Risk management plan	Principal's Representative				
	Copy of the Principal's Representative written approval to proceed to the next phase.	Principal's Representative				

#### 6.1.4. Contract documentation and tender

1 Phase	2 Consultant Deliverables	3 To Be Submitted To:	4 Comments	5 Date Submitted	6 Status Complete (%)	7 Principal's Rep.'s Confirmation
Contract Documentation	Tender estimate report	Principal's Representative				
	Completed sustainability reporting documents and specification	Principal's Representative				
	Complete package for BTS design review.	Principal's Representative	Where applicable. As directed by the Principal's Representative			
	Completed BTS design review response form.	Principal's Representative	Where applicable. As directed by the Principal's Representative			
	Written confirmation that an independent structural design check has been carried out	Principal's Representative				
	Completed schedule of items and products specified by example	Principal's Representative				
	Building permit documentation, including all drawings, specification, Certificate of Design Compliance, associated technical certification etc	Principal's Representative	All design documentation and certification required to apply for building permit in accordance with the <i>Building Act 2011</i> , Permit Authority and Building Commission requirements.			
	Hard Copy of Tender Documents- Specifications & Drawings & Schedules	Tender's office				
		Principal's Representative	For the Formal Instrument of Agreement			
	Electronic Copy of Tender Documents- Specifications & Drawings & Schedules	Tenders Office				
		Principal's Leasing Consultant	For landlord's approval of the tenant's fitout plans			
	Computer CADD documentation discs including a copy of the	Building Records Manager	Refer to the DHW CADD Documentation Procedures Manual or detailed requirements and submit			

1 Phase	2 Consultant Deliverables	3 To Be Submitted To:	4 Comments	5 Date Submitted	6 Status Complete (%)	7 Principal's Rep.'s Confirmation
	specification and Bill of Quantities where included		copy of transmittal to Principal's Rep.			
	Drawing List (all disciplines)	Building Records Manager				
	Consultant's attestation	Principal's Representative	Refer Section 1.5.7 Consultant certification and attestation			
	Certificate of Design Compliance from independent building surveyor for the purposes of the <i>Building Act 2011 (Western Australia)</i>	Principal's Representative	Where applicable. Must be provided by date required by the Principal's Representative to allow demolition permit or building permit application.			
Tender	Tender enquiries log	Principal's Representative				
	Tender recommendation & reconciliation report	Principal's Representative				
	Principal identified hazards	Principal's Representative				

### 6.1.5. Contract administration and DLP

1 Phase	2 Consultant Deliverables	3 To Be Submitted To:	4 Comments	5 Date Submitted	6 Status Complete (%)	7 Principal's Rep.'s Confirmation
Pre Contract Administration	Building or demolition permit documentation, including all drawings, specification, Certificate of Design Compliance, associated technical certification etc. if applicable	Principal's Representative	All design documentation and certification required to apply for building or demolition permit in accordance with the <i>Building Act 2011</i> , Permit Authority and Building Commission requirements.			
Contract Administration	Hard copy of drawings, schedules and specification for construction	Principal's Representative	To be distributed to Contractor (on request). Number of sets and format to be in accordance with requirements of the applicable contract.			
	Electronic copy of Tender drawings, schedules and specification	Principal's Representative	1 set to be retained by Principal's Representative. 1 set to be distributed to Contractor.			
	Site Meeting Minutes	Principal's Representative				
	Design safety report	Principal's Representative and Contractor	Prior to the construction contractor commencing work onsite			
	Updated design safety report	Principal's Representative and Contractor	Required only if the report is updated during the construction phase.			
	Completed sustainability reporting documents	Principal's Representative				
	Contract administration report	Principal's Representative				
	Construction contract requirements, including: <ul style="list-style-type: none"> <li>• Construction Program/s</li> <li>• Progress Payment Certificates with Schedule of Variations</li> <li>• Original Statutory Declarations</li> </ul>	Principal's Representative				

1 Phase	2 Consultant Deliverables	3 To Be Submitted To:	4 Comments	5 Date Submitted	6 Status Complete (%)	7 Principal's Rep.'s Confirmation
	<ul style="list-style-type: none"> <li>Variations</li> <li>Authorisations relating to retention/security.</li> <li>Practical Completion Certificate/s</li> </ul>					
	Security Management Plan Pro-forma	Principal's Representative				
	Approval of record relating to the testing of all services by the construction contractor	Principal's Representative	Before a Certificate of Practical Completion is issued			
	Occupancy permit documentation, including Certificate of Construction Compliance and associated technical certification if applicable	Principal's Representative	All documentation certification required to apply for occupancy permit, in accordance with the <i>Building Act 2011 (Western Australia)</i> and Building Commission requirements			
	Handover meeting (with Principal's Representative) minutes	Principal's Representative				
	Handover meeting (with FM Contractor) minutes	Principal's Representative.				
	Computer CADD "As Constructed" disks plus BIM (Building Information Modelling) if applicable	Building Records Manager	Refer to the DHW CADD Documentation Procedures Manual or detailed requirements and submit copy of transmittal to Principal's Representative.			
	Handover/Operational Manuals	Occupiers and Principal's Representative	All projects require a digital copy for the Principal's Representative and the Customer Agency's Representative.			
	Post occupancy training	Occupiers and Principal's Representative	Within agreed timeframe post issue of a Certificate of Practical Completion. Possible performance upgrades to be provided in writing.			
	Practical completion report	Principal's Representative				

1 Phase	2 Consultant Deliverables	3 To Be Submitted To:	4 Comments	5 Date Submitted	6 Status Complete (%)	7 Principal's Rep.'s Confirmation
DLP	Subconsultant's quarterly report	Occupiers, design team and Principal's Representative	Data for the energy use of offices is only required for a period of one year.			
	Building tuning report showing the outcomes of the tuning process	Occupiers, design team and Principal's Representative	Any discrepancies detailed and remediation measures recommended.			
	Final Completion report	Principal's Representative				



**6.1.6. General**

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

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

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

## 6.2. 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)