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**Government
of South Australia**

Department for Infrastructure
and Transport

[CONTRACT NAME]
LEAD PROFESSIONAL SERVICE CONTRACTOR (ARCHITECTURE)
(ENGINEERING) OR COST MANAGER OR PROJECT MANAGER
OR DISCIPLINE CONSULTANT OR
BUILDING CONSULTANT/CONSTRUCTION MANAGER

CONTRACT NUMBER: [Contract Number]

BETWEEN

MINISTER FOR INFRASTRUCTURE AND TRANSPORT

ABN 92 366 288 135

(“the Client”)

AND

[CONSULTANT COMPANY NAME]

ACN: [INSERT COMPANY ACN]

(“the Consultant”)

CONTRACT DOCUMENTS

Bound into this document

Formal Instrument of Agreement

Tender Form and Schedule of Information

Standard/Tailored Industry Participation Plan

Annexure Part A to the AS 4122—2000 General Conditions of Contract for Engagement of Consultants

Annexure Part B to the AS 4122—2000 General Conditions of Contract for Engagement of Consultants

Annexure Part C to the AS 4122—2000 General Conditions of Contract for Engagement of Consultants

Schedule 1: Services – General

Schedule 2: Services – Project Specific

Schedule 3: Project Details

Schedule 4: Notes on Publications, Policies and Guide Notes for Consultants (Professional Service Contractors)

Schedule 5: Services Matrix

Briefing Documents

Monthly Compliance Statement Pro Forma

INFORMATION DOCUMENTS (NOT ATTACHED)

List of Department for Infrastructure and Transport registered building surveyors and certifiers

Access to Department for Infrastructure and Transport Plan Room

SEPARATE DOCUMENTS (NOT ATTACHED)

AS 4122—2000 General conditions of Contract for the Engagement of Consultants

Code of Practice for the South Australian Construction Industry

Government Building Energy Strategy 2013-2020

FORMAL INSTRUMENT OF AGREEMENT

AGREEMENT made the date it is signed by the last party

BETWEEN:

The **MINISTER FOR INFRASTRUCTURE AND TRANSPORT** (*"the Client"*) a body corporate established pursuant to the Administrative Arrangements Act 1994 (SA) of 136 North Terrace, ADELAIDE SA 5000.

AND

[CONSULTANT COMPANY NAME] (ACN: XXX XXX XXX) of **[Address]** (*"the Consultant"*).

IT IS AGREED that the Tender Form and Schedule of Information, AS 4122–2000 General Conditions of Contract for Engagement of Consultants, the Annexures, Schedules and other documents annexed hereto to which reference may properly be made in relation to **[Contract Name]**, **Contract No. [xx]** at the upper limit sum of **[in words]** Dollars (**\$xxx including GST**) shall together comprise the contract between the parties AND if the *Consultant* is two or more persons then they shall be bound jointly and severally.

RECITAL

The Minister for Infrastructure and Transport enters into this Agreement as the party with whom the contractual rights and obligations lie.

For the internal purposes of the State, the Minister will deliver the project for the benefit of the State and in particular for the benefit of the Minister for **[lead agency portfolio]**.

However, nothing in this Agreement imposes any legal obligations on or vests any legal rights in the Minister for **[lead agency portfolio]**.

PREAMBLE

The Department for Infrastructure and Transport (the Department) provides asset, risk and project advice and management to the South Australian Government and its agencies and facilitates the interface between Government and the building and construction industry.

In partnership with the building industry, the Department strives for excellence in the delivery of its projects to the South Australian community.

[Select below as required]

[Lead Professional Service Contractor]

The *Consultant* contracts to provide advice in relation to the design and construction of the works and to manage the design of the works, using sub-consultants and liaising with the *Client*, *Client's* consultants and all other relevant stakeholders in return for a Contract Price comprised of the following:

- (a) a lump sum fee;
- (b) upper limit disbursements cost.

[Please note: If not all parts are included in the contract, adjust as necessary.]

The Services are provided in parts, as leader and manager of the design team where by the *Consultant* shall:

- | | |
|--|--|
| Part 0: Return Brief | be responsible for effective completion of a Return Brief; |
| Part 1: Concept | be responsible for the development and evaluation of the project brief and concept design options and for achieving agreement on the preferred concept design; |
| Part 2: Design, Documentation and Tender | be responsible for effective completion of schematic design, design development and contract documentation for the project and for technical input and recommendation into the tender appraisal process; |
| Part 3: Construction and Review | be responsible for the day-to-day administration of the construction contract, inspection of the works and review of the project. |

It is of the highest importance to complete the project in accordance with the brief and to high standards of design. The *Client* wishes to work with the *Consultant* and other *Client's* consultants as a team to achieve both these objectives without compromising the requirements of completion to agreed program and budget.

[Cost Manager]

The *Consultant* contracts to provide advice in relation to the cost estimating and planning of the works and to manage the budget for the works, using sub-consultants as relevant and liaising with the *Client*, *Client's* consultants and all other relevant stakeholders in return for a Contract Price comprised of the following:

- (a) a lump sum management fee;
- (b) upper limit disbursements cost.

[Please note: If not all parts are included in the contract, adjust as necessary.]

The Services are provided in parts, as leader and manager of the cost management team where by the *Consultant* shall:

- | | |
|-----------------------------|--|
| Part 0: Return Brief | be responsible for the development and evaluation of a project cost plan including cost options to determine the project budget based on the Return Brief developed by the <i>Client's</i> Lead Professional Services Contractor. |
|-----------------------------|--|

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Part 1: Concept	be responsible for the development and evaluation of the project cost plan including cost options and for achieving agreement on the preferred cost plan and the required budget.
Part 2: Design, Documentation and Tender	be responsible for effective estimating of the cost of schematic design, design development and contract documentation and for cost management input and recommendation into the tender appraisal process.
Part 3: Construction and Review	be responsible for the day-to-day administration of the construction contract payments and claims and review of the project.

It is of the highest importance to complete the project in accordance with the budget and to high standards of value. The *Client* wishes to work with the *Consultant* and other *Client's* consultants as a team to achieve both these objectives without compromising the requirements of completion to agreed program and quality.

[Project Manager]

The *Consultant* contracts to provide advice in relation to the management, design and construction of the works and to project manage the project, using sub-consultants as relevant and liaising with the *Client*, *Client's* consultants and all other relevant stakeholders in return for a Contract Price comprised of the following:

- (a) a lump sum management fee;
- (b) upper limit disbursements cost.

[Please note: If not all parts are included in the contract, adjust as necessary.]

The Services are provided in parts, as leader and manager of the project team the *Consultant* shall be responsible for the management of program, budget, scope, team resources, communication, risk, contracts and quality:

Part 0: Return Brief during the completion of a Return Brief by the Lead Professional Services Contractor.

Part 1: Concept during the development and evaluation of the project brief and concept design options.

Part 2: Design, Documentation and Tender during completion of schematic design, design development, contract documentation and the tender appraisal process.

Part 3: Construction and Review during construction and in a leadership role during review of the project outcomes.

It is of the highest importance to complete the project in accordance with the agreed budget, program and quality and to high standards of design. The *Client* wishes to work with the *Consultant* and other *Client's* consultants as a team to achieve these objectives.

[Subcontractor]

The Subconsultant contracts to provide advice in relation to the design and construction of the works and to participate in the design of the works, liaising with the *Client*, *Client's* consultants, Department for Infrastructure and Transport Architect/ Engineer and all other relevant stakeholders in return for a Contract Price comprised of the following:

- (a) a lump sum management fee;

(b) upper limit disbursements cost.

[Please note: If not all parts are included in the contract, adjust as necessary.]

The Services are provided in parts as a member of the design team the *Consultant* shall:

- | | |
|--|---|
| Part 1: Concept | participate in the development and evaluation of the project brief and concept design options and for achieving agreement on the preferred concept design. |
| Part 2: Design, Documentation and Tender | participate in effective completion of schematic design, design development and contract documentation for the project and for technical input and recommendation into the tender appraisal process |
| Part 3: Construction and Review | participate in the day-to-day administration of the construction contract, inspection of the works and review of the project. |

It is of the highest importance to complete the project in accordance with the brief and to high standards of design. The *Client* wishes to work with the Subconsultant and other *Client's* consultants as a team to achieve both these objectives without compromising the requirements of completion to agreed program and budget.

[Construction Manager]

The successful Building Consultant/Construction Manager will contract to provide advice in relation to the design and construction of the works and to manage the construction of the works using Trade Contractors.

The Services will be provided in parts:

- | | |
|---------------------------------------|--|
| Part 1: Building Consultant Services | As Building Consultant, advise the project team during documentation on buildability, economics of design, construction programming and site access and layout. |
| Part 2: Construction Manager Services | As Construction Manager, be responsible for the management of tendering trade contracts and of construction using trade contractors including the provision of specific building advice during the construction phase. |

The *Consultant's* role will be to manage the construction to the specified quality and by the agreed completion date by:

- (a) advising on design and constructability before trade contracts are let;
- (b) providing advice on design and construction problems as they arise;
- (c) proposing innovations;
- (d) obtaining the best price for each trade contract consistent with quality and value, and within the budget set for the trade contract; and
- (e) working collaboratively with the *Client*, construction contract Principal and Superintendent and the *Client's* other consultants to minimise delays and to resolve design and construction problems arising from any cause.

[PLEASE DO NOT DELETE BELOW PARAGRAPH]

The *Consultant* acknowledges that:

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- (a) [Parts 2 and 3] of the Services are and remain subject to obtaining additional Government approvals;
- (b) neither this Contract nor the undertaking of [Part 0 and Part 1] of the Services, in any way commits the *Client* to, or represents that the *Client* will, undertake either or both of [Parts 2 and 3] of the Services; and
- (c) the *Client* reserves all rights, including without limitation its rights for whatever reason to withdraw, cancel or modify either or both of [Parts 2 and 3] of the Services, or enter into negotiations and/or a contract with any other person or persons for the performance of either or both of [Parts 2 and 3] of the Services, without incurring any liability to the *Consultant*.

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SIGNED by a duly authorised officer for and on behalf of **THE CLIENT** in the presence of:

.....
Witness signature

.....
Authorised officer signature

.....
Witness name

.....
Authorised officer name

.....
Date

.....
Date

SIGNED by **THE CONSULTANT** in accordance with section 127 of the *Corporations Act 2001* (Cth) by two directors or by one director and the company secretary:

.....
Director signature

.....
Director/Company Secretary signature

.....
Director name

.....
Director/Company Secretary name

.....
Date

.....
Date

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**TENDER FORM
AND
SCHEDULE OF INFORMATION**

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**STANDARD/TAILORED INDUSTRY
PARTICIPATION PLAN**

ANNEXURE A

ANNEXURE B

SCHEDULES 1-5

BRIEFING DOCUMENTS

Contents

- Project Brief
- [insert list of briefing documents]

**MONTHLY COMPLIANCE STATEMENT
PRO FORMA**