**PROJECT MANAGER**

**SCHEDULES 1 – 3**

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# SCHEDULE 1: SERVICES – GENERAL

## Terminology

This document is intended for use in conjunction with AS 4122―2000 General Conditions of Contract for Engagement of Consultants (General Conditions). Terminology defined in the General Conditions has the same meaning in this Schedule 1.

## Services

The *Consultant* shall carry out the Services in accordance with the General Conditions, Schedules 1 - 5, the Brief and all relevant policies of the South Australian Government, in particular the 5-step Infrastructure Planning and Delivery Framework, the PC028 Construction Procurement Policy: Project Implementation Process and the Urban Design Charter.

## Contract Price – Fees and Disbursements

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

The fixed or indicative fee component of the contract price shall include GST and may include country, interstate and international travel and accommodation costs (excluding *Consultant* time), printing and other costs as agreed. Payment of disbursements will be made as the expenditure is incurred and for actual amounts incurred. The *Consultant* shall provide evidence of disbursement expenditure including but not limited to invoices and receipts and any other documentation as is reasonably required by the *Client* to verify the claim for payment.

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

## Contract Material

The *Consultant* shall prepare any *Contract Material* as required by the *Brief* and necessary for the execution of the project and review the *Contract Material* for completeness and correctness and with a view to omitting any ambiguity and inconsistency.

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

The *Consultant* shall prepare any *Contract Material* consistent with published Government, DPTI and client agency policies and standards relevant to the project.

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

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

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

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

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

## Department for Planning, Transport and Infrastructure Publications, Policies and Guide notes

The *Consultant* shall comply with all relevant DPTI publications, policies and guide notes and shall refer to Schedule 4: Notes on Publications, Policies and Guide Notes for Consultants (Professional Service Contractors).

## Project Management Services

The *Consultant* shall advise on and manage the quality standards required of consultants and contractors and ensure that the agreed project quality standards are articulated and implemented in *Contract Material*.

The *Consultant* shall establish and manage that consultative mechanisms between key stakeholders, end users, building industry consultants and contractors, government and community are established and managed.

The *Consultant* shall establish and manage project reporting systems.

The *Consultant* shall establish and manage effective team communication within the project and across the sub-projects and convene and preside over regular project meetings;

The *Consultant* shall identify project risks and prepare a project plan for risk minimisation and management with particular reference to procurement, budget, program, scope, environmental, urban planning, media, community, social, union, and political risk.

Delete the following clause if Item 3.8 Industry Participation Plan included in Annexure B

## Local Content

Consistent with the Australian Industry Participation National Framework, the South Australian Government is committed to maximising Australian industry participation to encourage greater opportunities for local and regional suppliers. The Professional Service Contractor must include in the *Contract Material* preference for goods and services of South Australian, Australian and New Zealand origin which offer value for money over the life cycle of the project.

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

Industry Capability Network South Australia

The Conservatory
131-139 Grenfell St Adelaide SA 5000

Phone: 1300 553 309

Fax: +61 8 8303 2950

Email: info@icnsa.org.au

Web: [www.icnsa.org.au](http://www.icnsa.org.au)

## Project Program

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

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

## Project Budget

The *Consultant*, in carrying out the *Services*, having regard for the budgeted cost, shall if any cost report indicates that the cost of the project will exceed the budgeted amount, revise and alter the *Contract Material* so that the cost, having regard to the cost report may be reasonably expected not to exceed the budgeted amount, but if in the *Consultant*’s opinion no such alteration or revision of the *Contract Material* within the requirements of the *Brief* is feasible or would sufficiently reduce the cost, the *Consultant* shall advise the *Client* accordingly.

If, when tenders for the construction contract(s) are called, the lowest conforming tender exceeds the budgeted amount, the *Consultant* shall, upon written request by the *Client*, amend the *Contract Material* to reduce the cost of the project to the budgeted amount. Where the tender has exceeded the budgeted amount due to a failure to perform the *Services* to that standard of care and skill to be expected of a *Consultant* who regularly acts in the capacity in which the *Consultant* is engaged or due to errors or omissions in the *Contract Material* the *Consultant* shall correct the *Contract Material* at its own expense.

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

## Construction Contract Tenders, Contracts and Administration

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

1. AS 2124―1992 General conditions of contract;
2. GC21 General Conditions of Contract;
3. AS 4300―1995 General conditions of contract for design and construct.

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

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

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

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

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

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

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

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

1. adherence by the construction contractor to the construction contract;
2. adherence by the construction contractor to the construction program;
3. adherence to budget and cash flow projections;
4. variations and value of variations;
5. extensions of time;
6. latent conditions;
7. quality of the work under the construction contract;
8. any instructions issued by the *Consultant* to the construction contractor.

The *Consultant* shall:

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

## Site Visits

The *Consultant* and each of the subcontractors shall as part of the *Services* regularly visit the construction site during the construction phase. A written report, prepared in consultation with the lead professional service contractor, shall be submitted to the DPTI construction adviser within two (2) working days of each site visit. The exact frequency and type of inspection will be determined by the progress and nature of site activity and will include visits necessary to effectively achieve Practical Completion (or equivalent), monitor rectification of defects and issue the Final Certificate. Refer to the DPTI guide notes for consultants in the BPIMS Project Library at <http://www.bpims.sa.gov.au/bpims/library/library_frameset_1.htm> for a guide to the minimum inspections required on projects.

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

## Compliance Statements

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

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

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

## *Client*’s ICT Project Management System (BPIMS)

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

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

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

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

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

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

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

## Performance Reports

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

## As Built Drawings and Records

The *Consultant* shall manage that the construction contractor meets its contract obligations in regard to the provision of “as built” drawings whether incorporated into maintenance manuals or as a separate deliverable.

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

## Code of Practice

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

## Payment Claim Format

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

* All Parts (1, 2 and 3) costs are identified separately;
* Each Part identifies fees, disbursements and variations separately;
* Part 3 fee must be identified as two separate amounts as follows: an amount for Construction PIP 5.5 and an amount for Review PIP 5.6 (Per Schedule 2, clause 2.2);
* Each amount identifies percentage complete, previously paid amounts and amounts being claimed in the payment claim;
* Is in a tabular format;
* Includes adequate description of the services being claimed for; and
* Is accompanied by a signed Compliance Statement as required in section 1.12 of this Schedule 1.

# SCHEDULE 2: SERVICES – PROJECT SPECIFIC

## Terminology

This document is intended for use in conjunction with AS4122-2000 General Conditions of Contract for Engagement of Consultants (General Conditions). Terminology defined in the General Conditions has the same meaning in this Schedule 2.

## Project Delivery Framework

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

PIP Phase 5.1 Concept

PIP Phase 5.2 Design

PIP Phase 5.3 Documentation

PIP Phase 5.4 Tender

PIP Phase 5.5 Construction

PIP Phase 5.6 Review

Project Risk Managers are to select clauses below as appropriate. If the contract is for only one or two parts, **delete** the parts that are not applicable and adjust the part numbering.

## Services Parts

The Consultant must perform the Services in accordance with the General Conditions and Annexures, Schedules 1-3, Schedule 4 and Schedule 5 – Services Matrix which sets out the services allocated to the Project Manager.

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

1. Concept services (Part 1);
2. Design, Documentation and Tender services (Part 2); and
3. Construction and Review services (Part 3).

**Concept Services (Part 1)**

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

If the contract is for Concept services only include the following paragraph.

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

**Design, Documentation and Tender Services (Part 2)**

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

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

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

**Construction and Review Services (Part 3)**

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

The Consultant must not commence the services unless and until:

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

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

Notwithstanding any other provision of the Contract, the Client may, entirely at the Client’s own discretion and without cause:

* delete services from the scope of the Contract provided the Client has not yet authorised the Consultant to commence any part of those services.

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

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

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

## Disbursements

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

Project Risk Managers are to select from the list of disbursements below those required as part of the *Consultant* contract. Delete disbursements not required. Disbursements to be reviewed and checked against brief before issuing tender refer *KNET doc #14198471* for guidance.

|  |
| --- |
| **Disbursement** |
| Accommodation (per night) |
| Accommodation |
| Condition survey |
| Travel – country (total cost for all trips. Please include price per trip in ‘Hourly Rates’ tab) |
| Travel – interstate (cost per trip per person) |
| Travel – international (cost per trip per person) |

## Subcontractors

The *Consultant* shall where applicable select and engage the subcontractors or shall assist the *Client* in the evaluation and selection of the subcontractors.

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

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

There is a requirement for the following subcontractors to be engaged by the *Consultant*. The final decision on selection of the subcontractors is the responsibility of the *Consultant*. The *Consultant* shall be responsible for engaging appropriate subcontractor resources and coordinating that the specified services are carried out.

Project Risk Managers are to select the disciplines below required as part of the *Consultant* team. Delete disciplines not required. Disciplines to be reviewed and checked against brief before issuing tender refer *KNET doc #14198471* for guidance.

|  |
| --- |
| **Discipline** |
| Value Management |
| Business Planning |
| Programming |
| Other |

Project Risk Managers are to select from the list of clauses below those required as part of the *Consultant* contract in accordance with the *subcontractor*s selected in the table above. Delete clauses not required.

## Lead Professional Service Contractor (Architecture Engineering) or Coordinating Architect

The *Consultant* is advised that a lead professional service contractor (Architecture Engineering) or coordinating architect will be engaged directly by the *Client* to provide services in each Part of the project. The *Consultant* shall liaise and coordinate with the lead professional service contractor on all relevant matters.

## Cost Manager

The *Consultant* is advised that a cost manager will be engaged directly by the *Client* to provide cost management services in each part of the project. The *Consultant* shall liaise and coordinate with the cost manager on all relevant matters.

## Building Services Engineer and Civil/Structural engineer

The *Consultant* is advised that a DPTI prequalified building services engineer and a civil/structural engineer will be engaged directly by the *Client* to provide engineering services in each part of the project. The *Consultant* shall liaise and coordinate with the building services engineer and civil/structural engineer on all relevant matters.

#

# SCHEDULE 3: PROJECT DETAILS

## Terminology

This document is intended for use in conjunction with AS4122-2000 General conditions of contract for engagement of consultants (General Conditions). Terminology defined in the General Conditions has the same meaning in this Schedule 3.

## Background

General commentary on completed work and need for the project

## Project Description and Scope

General description of project scope

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

## Project Objectives

General description of the objectives and aspirations of the project both in terms of the product and the related improvements in service delivery or its design excellence and the process in terms of its timeliness or cost or relationships.

## Current Status

## Project Organisation

Describe committee structures, the lead agency and end user groups, community interest groups etc.

## Budget

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

| **Budget Component** | **Budget Sum ($)** |
| --- | --- |
| **Construction** |  |
| Building Work |  |
| Site works (external works and external services) |  |
| Furniture, Fittings and Equipment (if managed by PSC) |  |
| Design and construction contingencies |  |
| Principal’s Contingency |  |
| Locality allowance (Country Loading) |  |
| Escalation |  |
| **Construction subtotal** |  |
|  |  |
| **Fees and disbursements** |  |
| Fees and disbursements (incl. DPTI costs) |  |
| Fee contingencies |  |
| Lead Agency costs |  |
| **Fees and disbursements subtotal** |  |
|  |  |
| **Other** |  |
| Furniture, Fittings and Equipment (if not managed by PSC) |  |
| Miscellaneous contracts |  |
| Sundries/Other (describe or delete if none) |  |
| **Other subtotal** |  |
|  |  |
| **Total Capital Budget** |  |
| GST |  |
| **Total Budget** |  |

## Program

Include a program which gives advice on key project milestones

## Procurement Method

Describe the anticipated tendering process and form of contract

## Existing Approvals

## Role of Department for Planning, Transport and Infrastructure

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

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

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

If Department of Planning, Transport and Infrastructure is also the cost manager include following statement

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

There will be a design audit process throughout the project life. The design audit will be managed by the DPTI project risk manager assisted by design risk advisers from the Project Services Design + Heritage Management group. The audit function aims to ensure that the design is in accordance with the lead agency’s brief and government standards and specifications.

DPTI construction advisers will assist in the design audit process, review the site inspection processes implemented by the project manager and lead professional service contractor and audit the quality of construction.

If Department of Planning, Transport and Infrastructure is also the building inspector include following statement

During the construction phase the DPTI construction advisers will work with the lead professional service contractor administering the construction contract and provide a site inspection service under the coordination of the lead professional service contractor.

After completion of the editing of this document please return to the Contents, click in it anywhere and it will be highlighted, hit F9, and then select update page numbers.