**Minor Professional Services (for Medium Works)**

**SCHEDULES 1 – 3**

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# Services – General

## Terminology

This document is intended for use in conjunction with the Conditions of contract for provision of minor professional services. Terminology defined in the Contract has the same meaning in this Schedule.

The South Australian Government describes organisations delivering professional services associated with construction as professional service contractors and this term has the same meaning as Contractor.

## Services

The Contractor shall carry out the services in accordance with the Contract, the Schedules and the project brief.

## Contract Price – Fees and Disbursements

The fixed or indicative fee component of the contract price shall include GST and shall include Contractor 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 (except tender/contract documentation) interstate and/or international travel costs for attendance in Adelaide as part of the Contractor’s provision of the services and travel costs in the metropolitan area (within 32 km of the Adelaide GPO). No additional fee payment will be made for these items.

The fixed or indicative disbursement component of the contract price shall include GST and may include country, interstate and international travel and accommodation costs, (except where incurred for attendance in Adelaide as part of the Contractor’s provision of the services), costs for the preparation of perspectives and models, costs for soils testing, survey, statutory fees, dilapidation reports, printing (tender/contract documentation) and other costs as agreed. Payment of disbursements will be made as the expenditure is incurred and for actual amounts incurred.

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

## Contract Material

The Contractor shall prepare any contract material as required by the Brief and necessary for the execution of the project and review it for completeness and correctness and with a view to omitting any ambiguity and inconsistency.

If contract material does not comply with the Contract the Client may require the Contractor to revise the contract material without being liable to the Contractor 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 Contractor’s. No approval, direction or assistance given to the Contractor 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 Contractor of responsibility under the Contract.

## DPTI Publications, Policies and Guidenotes

Any contract material must be consistent with published Department of Planning, Transport and Infrastructure (DPTI) and lead agency policies and standards relevant to the project and in particular with the 5-step Infrastructure Planning and Delivery Framework, PC028 Construction Procurement Policy: Project Implementation Process and the Urban Design Charter.

DPTI Guide notes can be found in the BPIMS Library at http://www.bpims.sa.gov.au/bpims/library/library\_frameset\_1.htm.

## NATSPEC

The Contractor shall subscribe to Natspec and shall prepare all specifications using Natspec Basic Combined texts, supplemented where required with Natspec Building and Natspec services texts and as modified or amplified by the additional data provided by DPTI.

## Site Investigation

The Contractor shall investigate and report on site and ownership details, boundary issues, change of land use, risk to people and the environment due to contamination of the soil and/or groundwater.

The Contractor shall carry out an assessment of the impact of the proposed project on any aboriginal land or sacred site, any listed (or proposed) heritage site or building and any significant trees.

The Contractor shall arrange and all surveys required to complete the services. The fees associated with these surveys will be reimbursed by the Client as a disbursement.

## Design for Access

In accordance with government policy it is necessary for the Contractor to manage that the design complies with accessibility provisions under the National Construction Code of Australia (NCCA) and the Disability (Access to Premises – Buildings ) Standards 2010 under subsection 31 (1) of the *Disability Discrimination Act 1992*. It is also a requirement that the Contractor reviews the Project Brief to identify any access requirements specified that will be in conflict with the requirements under the Act and Standards and draw the matter to the attention of the Client.

## 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 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 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

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

## Project Program

The Contractor shall provide the services in accordance with the Program as set out or referred to in 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

## Project Budget

The Contractor shall provide the services having regard for the budget available to the Client for the Project.

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

## Statutory Approvals

The Contractor will arrange and obtain all necessary statutory approvals during the project. The fees associated with these approvals will be reimbursed by the Client as a disbursement.

## Construction Contract Tenders, Contracts and Administration

The conditions for construction contracts will generally be based on MDW-112: Conditions of Contract for Medium Works, but may be the AS2124–1992 General conditions of contract.

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

The Contractor 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 Contractor shall undertake the evaluation of the tender in strict accordance with DPTI policies, practices and systems for tender evaluation.

The Contractor shall refer to the conditions of contract for the construction contract for an understanding of the delegations from the Superintendent in regard to administering the contract. The Contractor 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 Contractor is delegated a formal administration role under the construction contract, the Contractor shall carry out such functions as are delegated to the Contractor 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 Contractor shall be unbiased, fair and reasonable.

The Contractor shall at all times administer the construction contract according to its terms, with diligence and promptitude and in accordance with DPTI procedures. The Contractor 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 all 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. 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;
5. not exceed the powers vested in the Superintendent under the construction contract and delegated to the Contractor and not waive or vary any of the Principal’s rights under the construction contract without prior written approval;
6. on request, advise the construction contractor on the intended meaning of any part of the *contract material* and on the rationale and calculations on which any part of the *contract material* is based;
7. provide such assistance and deliver such *contract material* as the Superintendent 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 a reasonable rate;
8. comply with any directions issued by the Client, Superintendent or construction contract Principal in respect of its functions as delegate of the Superintendent.

## Site Visits

The Contractor and each of the subcontractors shall as part of the services regularly visit the construction site during the construction phase. A written report 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 Contractors in the BPIMS 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 Contractor 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.

## 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 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 Contractor 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 Contractor 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 Contractor shall regularly review these resources and obtain project information electronically.

The Contractor 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 guidenote ‘On-line Lodgement and Users Guide to BPIMS (G56)’ in the BPIMS Library at: <http://www.bpims.sa.gov.au/bpims/library/showLibrary.do?searchText=pretender>.

## CAD Files and Records

At tender call for the construction contract(s) the Contractor is to supply AutoCAD as .dwg and .pdf files on CDRom of all registered drawings that form part of the construction contract documents.

On completion of the *services* and in order to meet the requirements of the State Records Act 1997, the Contractor 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 Contractor in the course of the contract.

## Code of Practice

The Contractor must comply with the Code of Practice for the South Australian Construction Industry.

# Services – Project Specific

## Terminology

This document is intended for use in conjunction with the Conditions of contract for provision of minor professional services. Terminology defined in the Contract has the same meaning in this Schedule.

## 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

## Services Parts

The Contractor must perform the services in accordance with the Conditions of contract for provision of minor professional services, Schedules 1-3, Schedule 4 and Schedule 5 – Services Matrix which sets out the services allocated to various roles.

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

1. **Design Services** (incorporating Concept, Design, Documentation and Tender phases) (Part 1). The Contractor must perform the services for the fixed price tendered by the Contractor and accepted by the Client.
2. **Contract Administration Services** (incorporating Construction and Review phases (Part 2). The Contractor must perform the services for the price accepted by the Client which is based on the indicative price tendered by the Contractor, as set out in the Contract.

The Contractor 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 Contract Administration 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 Contractor to commence performance of the Contract Administration services.

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 Contractor to commence any part of those services.

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

1. the Client will not be obliged to pay any amount attributable to the relevant services; and
2. 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 Contractor 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 Contractor contract. Delete disbursements not required.

|  |
| --- |
| **Disbursement** |
| Accommodation (per night) |
| Dilapidations report |
| Soils testing |
| Statutory fees |
| Surveying – boundary |
| Surveying – engineering |
| Testing |
| Travel – country (cost per trip per person) |
| Travel – interstate (cost per trip per person) |
| Travel – international (cost per trip per person) |

## Project Management

The Contractor shall be responsible for the services allocated to the Project Manager in Schedule 5: Services Matrix to the Contract.

## Cost Management

The Contractor shall select and engage a DPTI prequalified Category 3 Cost Manager as a subcontractor. The Contractor shall be responsible for engaging appropriate resources and managing that the services allocated to the Cost Manager in Schedule 5: Services Matrix to the Contract are provided. A list of the currently registered cost managers is available in the BPIMS Library at <http://www.bpims.sa.gov.au/bpims/login/submitPSCSearch.do>.

The format for presentation of estimates shall be in accordance with the standard provided by DPTI - refer to the guide notes in the BPIMS Library at http://www.bpims.sa.gov.au/bpims/library/library\_frameset\_1.htm. The relevant subcontractors shall estimate both the capital cost and life cycle cost of the engineering components in coordination with the cost manager.

## Subcontractors

The Contractor shall where applicable select and engage 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.

The Contractor shall be responsible for coordinating that the services designated in the Schedule 5: Services Matrix for the subcontractors are carried out.

There is a requirement for the prequalified subcontractors listed below to be engaged by the Contractor. The final decision on selection of the subcontractors is the responsibility of the Contractor. A list of the currently registered consultants is available in the BPIMS Library at <http://www.bpims.sa.gov.au/bpims/login/submitPSCSearch.do>

Project Risk Managers are to select the prequalified disciplines below required as part of the Contractor team. Delete disciplines not required.

| **Discipline** | **Prequalification category** |
| --- | --- |
| Civil Engineer | 3 |
| Cost Manager | 3 |
| Electrical Engineer | 3 |
| Electronic Engineer (communication, computing/data, security) | 3 |
| Fire Engineer | 3 |
| Hydraulic Engineer | 3 |
| Interior Designer | 3 |
| Landscape Architect | 3 |
| Mechanical Engineer | 3 |
| Seismic Engineering (restraint of engineering services and ceilings) | N/A |
| Structural Engineer | 3 |
| Vertical Transportation Engineer | 3 |
| Other | N/A |

## Certifier

The Contractor shall select and engage a Certifier for the project and shall manage that the works obtain Certification of Compliance with the Building Rules in accordance with Section 49 (14) of the Development Act.

Select as required

## General Services

The Contractor shall prepare room data sheets tabulating all fittings, fixtures, equipment, finishes and environmental requirements and achieve user endorsement.

The Contractor shall provide schedules of areas, materials, finishes and indicative colours in the project delivery phase.

The Contractor shall identify with the lead agency a strategy for the procurement of furniture, fitout and equipment (FFE). Assist the lead agency to identify the scope of new versus re-use of the FFE. Schedule FFE requirements including all colour, material and finish selections and obtain lead agency approval.

#

# Project Details

## Terminology

This document is intended for use in conjunction with the Conditions of contract for provision of minor professional services. Terminology defined in the Contract has the same meaning in this Schedule.

## 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 ESD initiatives including the Government Buildings Energy Strategy and other energy management policy documents. Details are provided in the guide note “Government Buildings Energy Strategy Compliance (G46)”.

## 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.

| **Budget Component** | **Budget Sum ($)** |
| --- | --- |
| **Construction** |  |
| Building work |  |
| Siteworks (external works and external services) |  |
| Design and construction contingencies |  |
| Locality allowance (Country Loading) |  |
| Escalation |  |
| Furniture, Fittings and Equipment (if managed by PSC) |  |
| **Construction subtotal** |  |
|  |  |
| **Fees and disbursements** |  |
| DPTI/Lead Agency costs, fees and disbursements |  |
| PSC fees, disbursements and contingencies |  |
| **Fees and disbursements subtotal** |  |
|  |  |
| **Other** |  |
| Furniture, Fittings and Equipment (if not managed by PSC) |  |
| Miscellaneous contracts |  |
| Sundries |  |
| **Other subtotal** |  |
|  |  |
| **Total Capital** |  |
| GST |  |
| **Total** |  |

## 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 DPTI

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

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.

There may be a design review process managed by a nominee of DPTI. The review 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 Contractor and audit the quality of construction. The Contractor is not responsible for an omission by a construction adviser to carry out an inspection requested by the Contractor, or a failure to identify any matter of concern that ought to have been identified in the course of such an inspection. The responsibilities of the Contractor are not otherwise amended as a consequence of the DPTI construction advisers working with the Contractor.