



Government of **Western Australia**
Department of **Treasury and Finance**
Building Management and Works

Project Title

KARRATHA SENIOR HIGH SCHOOL – STAGE 2

Contract Description

**PROVISION OF ARCHITECTURAL AND
SUB-CONSULTANT SERVICES**

Request No.

BMW 1602210

On behalf of the

DEPARTMENT OF EDUCATION

Principal

THE MINISTER FOR WORKS

Lodgement of Tender

Date: 29th September 2010
Time: Before 2:30pm
Place: East Perth Tender Box
Ground Floor
99 Plain Street
EAST PERTH WA 6004

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INTRODUCTION

The Department of Treasury & Finance, on behalf of the Department of Education (DoE), invites proposals from a suitably qualified Architectural Consultant to provide Design and Contract Certification/ Administration services (up to 100% Schematic Design) for the Karratha Senior High School -Stage 2.

The Department is seeking to engage a capable and well-resourced architectural team to provide expedient and practicable architectural services to deliver an outcome that meets the Agency's needs. The Architectural Consultant is to engage a full team of sub-consultants as part of their team.

Notwithstanding the above, the project must be delivered within a demanding timeline and only proponents with the resource capability and commitment to meet the prescribed documentation deliverables on schedule should consider proceeding with this Request for Tender.

The Principal will require the Architectural Consultant and its team of sub-consultants to novate all or part of its rights and obligations under this Contract from the Principal to a D&C Contractor. Any novation required by the Principal will involve the execution of a deed of novation in a form approved by the Principal and otherwise agreed with the D&C Contractor and the Consultant (the deed of novation attached in Annexure Part D is in a form approved by the Principal).

The novation shall require the D&C Contractor to accept full responsibility for the Principal's obligations under the Contract which will be novated to the D&C Contractor.

The detailed service requirements are contained within this Request.

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A. PART A - REQUEST

A.1. SELECTION PROCESS

Part A

This is a Request For Tender (RFT).

The Principal is not obliged to accept the lowest or any tender and may reject without liability any or all tenders submitted.

The contract (if any) will be awarded to the tenderer, which in the opinion of the Principal offers the best value for money. Value for money will be determined solely by the Principal and may take into consideration but is not bound or limited to:

- The tenderer's past performance in relation to compliance with any applicable code of practice for the building and construction industry
- Past contractual performance in relation to quality, time and cost
- Current workload and financial and technical resources

Tenderers are only required to make any submissions in respect of the above criteria when requested by the Principal.

Tenderers are required to provide supporting information in respect of the following criteria:

Eligibility for Price Preferences under the Buy Local Policy, July 2002 as amended ("the Buy Local Policy") where appropriate (see separate clause, "Application of The Buy Local Policy" and forms provided)

Tenders will initially be evaluated against the pre-qualification requirements specified in clause Pre-qualification Requirements. Tenders that meet the pre-qualification requirements will then be evaluated, as described below.

A Modified Qualification Based System will be used for the selection of the initially preferred tenderer for this project, and the Fees and Disbursements proposal is part of the evaluation to the extent outlined below.

A.1.1. PREAMBLE

The Department of Treasury and Finance employs a Modified Qualification Based System for selecting Consultants for Works contracts. In this approach the Lump Sum Fee information is submitted separately from the qualification information.

A.1.2. THE PROCESS

The methodology for this Modified Qualification Based System is as follows:

- Prior to opening any Lump Sum Fee proposals evaluate tenderers' responses to the weighted qualification based selection criteria;
- Rank tenderers on the basis of the evaluation of their responses to the weighted qualification based selection criteria;
- Open the Lump Sum Fee proposal of the tenderer considered to have the best qualifications and those of other high ranking tenderers.
- Determine which, in the opinion of the evaluation panel, delivers the best value for money.

READ AND KEEP THIS PART

Prior to their consideration Lump Sum Fee proposals will be adjusted to take into account regional preferences and imported content imposts in accordance with the *Buy Local Policy*.

Tenders received that have not addressed all the selection criteria may be ruled invalid.

A.2. PRE-QUALIFICATION REQUIREMENTS

Not Applicable

A.3. SELECTION CRITERIA

Assessment of tenders will include evaluation of the following selection criteria. The weighting shown against each criterion is the weighting that will be used in the evaluation.

The approximate number of pages shown against each criterion is a guide to the suggested maximum length of each response.

Criteria	Weighting
1. Project and Team Experience (Approximately 8 pages)	30%

The Principal is seeking a commitment regarding allocation of key personnel to provide the required services.

Provide details of the firm's experience that is relevant to this project. Particularly in the area of design and projects involving staged redevelopments on existing occupied sites.

List professional qualifications and experience of nominated key personnel and their relevance to this project. Provide a diagrammatic organisational structure of your company's proposed project team indicating the position and role of your nominated key personnel. Provide details of their planned roles and responsibilities on the respective Project through to final completion.

Nominate the name of the person who will be the single and principal point of contact within your company for the Department of Treasury & Finance - Building Management & Works (BMW) for the entire duration of the Contract. Demonstrate this person's experience in dealing with projects of this nature with specific emphasis on dealing with multiple agencies, varying facilities/sites and staging works on occupied sites. Also provide details of experience working with indigenous communities in remote locations.

Demonstrate your company's capability to support the nominated key personnel in delivering the services relevant to this proposal. Outline your company's track record, management structure, resources and the nominated key personnel's availability to deliver projects on time. Provide a statement on the proposed backup for the single point of contact during leave periods or unexpected non availability due to sickness etc.

Provide details of your company's human resources and the proposed methodology for resourcing the Project over the time frame indicated in the Project Brief. Details should preferably be graphic or tabular and be of sufficient detail to demonstrate that your company, and in particular the proposed key personnel, will be able to provide an adequate level of service throughout the full duration of the Contract. Include details of your company's current and known future work commitments.

2. Consultation & Communication (approximately 2 pages)

15%

This project will have very high expectations. It will have particular local issues and varying stakeholder involvement (Agencies' Head Office and Local Owner Agency users, school, local community, local council, BMW and other stakeholders) with potential areas of conflict.

Managing the various stakeholders input to the overall design brief and maintaining timeframes will be an essential component of this project that will require considerable skill and expertise. This includes the ability and experience with liaising with Aboriginal Communities.

Indicate experience, structures and methodology that your firm has used and proposes to use for effective consultation/communication during the life of this project.

3. Experience with Design & Construct (D&C) Contractor arrangements (2 - 3 pages)

15%

This project will be procured through a D&C Contractor arrangement.

Demonstrate your experience with this methodology of project delivery and explain how you will work within the D&C Contractor framework to assist the Principal to meet the key outcomes for the project.

4. Design, Maintenance & Sustainability (approx 4 pages)

20%

While the new facilities will incorporate the technical requirements of the Project Brief and the Secondary Schools Planning Guide, following are some of the key design challenges that will need to be met on this project:

- The school incorporates a design that responds creatively to the sites
- Damage to public buildings costs taxpayers millions of dollars each year. Long-lasting, durable buildings, fit for purpose and requiring minimal maintenance is essential.
- There is a large body of research confirming that sustainable or green schools can improve learning and teaching environments, while delivering reduced operational costs. The appropriate level of sustainable elements will need to be established.

Describe and illustrate how you might approach these key challenges for this project. Give written and pictorial examples of your firms successfully completed projects that have had similar challenges.

Tenderers must demonstrate their ability against each criterion to be considered competitive for this work.

5. Buy Local Policy (2 - 3 pages)

20%

Local Participation

The Western Australian Government's Buy Local Policy aims to maximise opportunities for capable and competitive local businesses when bidding for State government contracts and thereby seeks to maximise "local content". Local Content is defined as the proportion of the Contract that is undertaken within the prescribed distance of the work under the Contract, which for this Contract is defined as the proportion of the contract that is undertaken locally in Western Australia.

Proponents are therefore required to provide details on the portion of the Contract that will be carried out in Western Australia.

READ AND KEEP THIS PART

In answering this criterion, Proponents shall address the following:

- (a) What portion (as a \$ value and as a % of the Lump Sum Fee) of the Architectural Services will be undertaken by:
- An Architect or Architectural practice that is permanently located within Western Australia?
 - An Architect or Architectural practice that is permanently located within Australia or New Zealand, but not within Western Australia?

Information should be provided in relation to the location where the following services are conducted:

- Brief Development Finalisation (Project Design Brief, Functional and Operational Brief and Activity Space Data Sheets)
- Schematic Design.
- Design Development.
- Tender/Contract Documentation.
- Other (please describe).

Submit this information on or before the close of the Tender on the enclosed.

- (b) How will your organisation support other businesses that are located within the prescribed distance of the work under the Contract?
- (c) What Local job creation, job retention and industry/skills development initiatives would result if your firm were awarded this Contract?

The Principal will score the Proponents response to part (a) as a percentage of the Lump Sum Fee to determine the score against this criteria. The Principal will then assess the Proponents responses, if any, to parts (b) and (c) and adjust the score as appropriate.

Proponents should note that clarification might be sought in relation to the information provided in response to this criterion.

A.4. GOVERNMENT POLICIES THAT AFFECT SELECTION

The following Government Policies affect selection:

- Buy Local Policy.

A.5. PRICE BASIS

Tenderers shall submit their price (Lump Sum Fee) in the attached format.

A.5.1. LUMP SUM PRICE FEE WITH BREAKDOWN

This Contract is offered on a Lump Sum Fee basis. The Lump Sum Fee shall include all fees and disbursement of the Consultant and appointed Sub-consultants and the appropriate level of the Goods and Services Tax (GST).

The Fees component of the Lump Sum Fee shall cover all the services required to be provided by the Consultant and Sub-consultants for the delivery of the project and the appropriate level of the Goods and Services Tax (GST).

READ AND KEEP THIS PART

The Disbursements component of the Lump Sum Fee shall include:

- site visits in accordance with clause B.2.8.
- twenty (20) sets of tender documents;
- one (1) set of tender documents in an electronic format in accordance with clause B.2.9
- three (3) copies of Handover Manual in accordance with relevant clause.
- as constructed drawings in accordance with relevant clause.
- reporting requirements as specified within this Request; and
- the appropriate level of the Goods and Services Tax (GST).

The Consultant shall also include in its tender a completed Disbursements Schedule of Rates, which will be used as the basis for any variation in the disbursements.

Even though this Contract is offered on a Lump Sum Fee basis for the total project, the Department of Treasury and Finance is required to monitor and report on the project costs by individual projects. To assist the Department of Treasury and Finance in this, the Consultant shall provide a breakdown of its Lump Sum Fee for each project in a format equal to that of the enclosed Lump Sum Fee Breakdown Sheet. The Consultant shall also submit separate invoices in accordance with this breakdown for each project.

A.5.2. PERCENTAGE FEE

Not Applicable

A.5.3. HOURLY RATE FEE

The Consultant shall also include in the completed Annexure, an hourly rate for its involvement in the Percentage for Art component of the project and during the construction and Defects Liability Periods.

This hourly rate will not be considered in the assessment of the Consultant's proposal and, therefore, is over and above the Lump Sum Fee.

A.6. GOODS AND SERVICES TAX

Tenderers are deemed to be registered for GST and to have an Australian Business Number.

Where the Requirement the subject of this Request or any part thereof is a taxable supply under the GST Act, the price, fee or rates tendered by the tenderer shall be inclusive of all applicable GST at the rate in force for the time being.

In evaluating the offers/tenders, the Department of Treasury and Finance/the Principal shall be entitled (though not obliged) to take into account the effect of the GST upon each offer/tender.

A.6.1. RECIPIENT CREATED TAX INVOICE AGREEMENT

The tenderer shall lodge, with its proposal the "Recipient Created Tax Invoice Agreement" included in the Part C. The lodged "Recipient Created Tax Invoice Agreement" shall be completed and signed by a person authorised to do so.

Failure to lodge the completed and signed "Recipient Created Tax Invoice Agreement", may result in the tender being passed over.

A.6.2. OTHER DEFINITIONS AND IMPACT OF GST REGISTRATION

A.6.2.1 LUMP SUM FEE

The Lump Sum Fee shall be deemed to be GST inclusive.

The Lump Sum Fee will be value on which the tender is accepted.

A.6.2.2 VALUE OF WORK

The Value of Work shall be deemed to be ten elevenths of the Lump Sum Fee.

A.7. MONETARY VALUES

Monetary values that appear in the tender documents, such as Project Budget, Estimated Construction Budget, Limit of Cost, etc are net values. They do not include the Goods and Services Tax (GST).

A.8. APPLICATION OF THE BUY LOCAL POLICY

A.8.1. GENERALLY

The State Government's *Buy Local Policy* shall apply to this Tender and any Contract that may result from the Tender.

Tenderers are encouraged to obtain a copy of the *Buy Local Policy* from the State Supply Commission. The policy can also be downloaded from the Commission's website www.ssc.wa.gov.au

For information please contact:

State Supply Commission
6th Floor, Dumas House
2 Havelock Street
WEST PERTH WA 6005
Phone: 08 9222 5700
E-mail: angela.corbett@df.wa.gov.au
Web site: www.ssc.wa.gov.au

Note that the *Buy Local Policy* is subject to the provisions of the Australia New Zealand Government Procurement Agreement (ANZGPA), Australia-Chile Free Trade Agreement (ACFTA) and the Australia-United States Free Trade Agreement (AUSFTA).

As a result, when compliant bids are received from businesses located:

- in other states or territories of Australia;
- in New Zealand; or
- in the case of tenders where the estimated total contract value is estimated to equal or exceed AU\$9,570,000, Chile or the United States of America,

and those bids are being considered in the final analysis, following the evaluation of the qualitative criteria, regional business preference and the regional content preference cannot be applied.

However, where bids received from businesses located in other states or territories of Australia, New Zealand, Chile or the United States of America are either non-compliant or are not being considered in the final analysis then regional price preference can be applied.

Direct any enquiries relating to the *Buy Local Policy* to the State Supply Commission.

A.8.2. DEFINITIONS AND INTERPRETATIONS

For the purpose of the application of the available preferences under the *Buy Local Policy* in this tender and any contract that may result from the tender the following definitions and interpretations shall apply.

Where a definition stated herein may differ to that stated in the *Buy Local Policy* the definition stated herein shall apply.

Otherwise, if there is any conflict or inconsistency between any provision of this tender and the *Buy Local Policy* then the provision of the *Buy Local Policy* shall prevail to the extent of such conflict or inconsistency.

A.8.2.1 PERMANENT OPERATIONAL OFFICE

A permanent operational office may be a tenderer's bona fide principal place of business or may be a bona fide branch office of a tenderer's principal place of business.

The Department of Treasury and Finance may request that a tenderer demonstrate the *bona fides* of the establishment. In doing so it may take into consideration, but is not necessarily limited to the following:

- Is a permanent fixed establishment (not a post office box or temporary facility such as a site office or caravan);
- Has been operational in the zone, as defined by the *Buy Local Policy*, and active in the local building and construction industry for a period of not less than (six) 6 months;
- Will continue to remain operational and active in the local building and construction industry after the completion of this Contract;
- Has established communication facilities such as telephones, fax machines etc (not only mobile phones);
- Is resourced by a person(s) that reside within the region, who is a permanent employee(s) of the tenderer (not contract staff) and who has relevant building and construction qualifications and experience;
- Is marketed by the legal entity by way of corporate publications (letterheads), telephone directory listings, etc.

A.8.2.2 TENDER FROM THE PERMANENT OPERATIONAL OFFICE

In its consideration of the application of the Regional Business Preference in this tender, the Department of Treasury and Finance will, if it is appropriate to do so, deem that a tender has been submitted from the permanent operational office declared by the tenderer on its submitted Form of Tender.

A.8.2.3 MANAGE THE CONTRACT FROM THE PERMANENT OPERATIONAL OFFICE

When considering whether this Contract will be managed from the tenderer's permanent operational office that is within the prescribed distance the Department of Treasury and Finance may request that the tenderer demonstrate that the permanent employee(s) located in its regional permanent operational office will be actively involved in the day to day technical performance of the work under the Contract. This does not prohibit the tenderer from carrying out some of the work under the Contract from another office or by employees from other offices.

A.8.3. PRICE PREFERENCES

In its evaluation of tenders the Department of Treasury and Finance will apply financial preferences to the Tender Sums (GST inclusive).

For the purpose of considering Regional Business Preference and/or Regional Content Preference the works are located within Zone 3.

The prescribed distance from the works is that as stated in the *Buy Local Policy* for this Zone..

A.8.3.1 REGIONAL BUSINESS PREFERENCE

General

In accordance with the *Buy Local Policy* tenderers for these works may be afforded a Regional Business Preference.

A Regional Business Preference may be afforded to tenderers that tender and manage the Contract outcomes from a permanent operational office that is within the prescribed distance from the work under the Contract.

For a Regional Business Preference to be considered in a tender the tenderer should claim for the preference on the Form of Tender and provide all other information that may be required on or before the close of the tender or requested by the Principal after the close of the tender.

The Available Preference

The tenderer's Tender Sum (GST inclusive) may be subject to a preference in favour of Regional Businesses calculated at the rate of 5% of the tenderer's Tender Sum (GST inclusive) up to a maximum preference of \$50,000.

A.8.3.2 REGIONAL CONTENT PREFERENCE

General

In accordance with the *Buy Local Policy* tenderers for these works may be afforded a Regional Content Preference.

A Regional Content Preference may be available irrespective of a tenderer's eligibility for a Regional Business Preference.

A Regional Content Preference may be afforded to a Western Australian tenderer regardless of the location of their permanent operational office.

For a Regional Content Preference to be considered in a tender the tenderer must claim for the preference on the Form of Tender and on or before the close of the tender submit a completed Claim for Regional Content Preference form and provide all other information that may be requested by the Principal after the close of the tender.

The Available Preference

The available Preference is at the rate of 5% of the cost (GST inclusive) of materials (supplies) and services (subcontracts, in-house labour and the like) proposed for use in the works and that are purchased from businesses within the prescribed distance, up to a maximum preference of \$50,000.

A.8.3.3 ABORIGINAL ENTERPRISE AND EMPLOYMENT TENDERING PREFERENCE POLICY

General

The Department of Treasury and Finance's Indigenous Enterprise & Employment Tendering Preference Policy applies to this tender to the extent specified herein.

Definitions

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

The term *Indigenous Enterprise* means:

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

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

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

The Available Preference

The tenderer's Tender Sum (GST inclusive) may be subject to a preference in favor of the tenderer, calculated at a rate of 10% of the *preference amount* up to a maximum of \$100,000.

The *preference amount* is:

- The Tender Sum if the tenderer is an Indigenous Person, an Indigenous Enterprise or a Joint Venture with Indigenous Participation; or
- That proportion of the Tender Sum attributable to Indigenous Persons or Indigenous Enterprises that are Subconsultants engaged on the work under the Contract; or
- That proportion of the Tender Sum attributable to the direct employment costs of Indigenous Persons engaged on the work under the Contract, by either the tenderer or subconsultants. It is not a requirement that Indigenous Persons are employed at the close of the tender or award of the Contract; or
- Any combination of the above, up to an amount not exceeding the Tender Sum.

For an Indigenous Enterprise & Employment Preference to be considered in a tender the tenderer must on or before the close of the tender submit a completed Indigenous Enterprise and Employment Tendering Preference Form.

A.8.3.4 VERIFICATION OF CLAIMS FOR PREFERENCES

The Department of Treasury and Finance reserves the right during the evaluation of the Tender to request from the tenderer evidence to the satisfaction of the Department of Treasury and Finance to verify the validity of the tenderer's claim for any financial preference. When a tenderer is unable to provide evidence to the satisfaction of the Department of Treasury and Finance that verifies the validity of the tenderer's claim for a preference then the tenderer's claim for that preference may be considered invalid and the preference may not be applied to the tender.

A.8.3.5 SANCTIONS

A tenderer may be awarded a contract on the basis of the Indigenous Enterprise & Employment Tendering Preference. If, in carrying out the Contract, the Consultant fails to deliver on any of the undertakings made in order to gain the Indigenous Enterprise & Economic Tendering Preference, the Principal may, at its discretion:

- Recover from the Consultant the whole or any part of the difference between the Consultant's offer and the amount of the lowest conforming tender; and
- Terminate the Contract

A.8.4. AUSTRALIA NEW ZEALAND GOVERNMENT PROCUREMENT AGREEMENT - IMPORTED CONTENT IMPOST

Tenders that include materials, goods and/or associated services that are imported from outside Australia or New Zealand, or Chile and the United States of America (in the case of tenders where the estimated total contract value is equal to or exceeds AU\$9,570,000), and where the equivalent is available within these countries, will have a 20 percent impost calculated on the value of the imported content and this impost will be added to the Tender Sum (GST inclusive) for comparative tender assessment.

Tenders that include such proposals shall include details of those items in the Imported Content Impost Declaration form included in these tender documents. Tenders not accompanied by such details will be taken as being based on the use of materials, goods and/or associated services not imported into Australia, New Zealand or if applicable, Chile and the United States of America.

Tenders found to be incomplete, or inaccurate in this regard may not be considered.

Successful tenderers found to be using in the works, materials, goods and/or associated services which are imported into Australia, New Zealand or if applicable, Chile and the United States of America, and where an equivalent is available within these countries, which were not declared at the time of tender, in addition to any contractual remedies, may have tendering sanctions imposed.

Refer to the Government Preferences section of the *Buy Local Policy*.

A.9. TENDER DOCUMENTS

The Request for Tender is constituted by:

Bound into this volume:

- Part A Request;
- Part B Specification; and

- Part C Tenderer's Offer.
- Part D Appended Documents

Separate documents supplied by the Principal:

- Masterplan Option D and Technical Services Brief; and
- Addenda (if any)

Separate documents not supplied by the Principal:

The following document can be viewed in the Plain Street Tenders Office and all Department of Treasury and Finance Regional Offices. It is available in hard copy from the Department of Consumer and Employment Protection, Dumas House, 2 Havelock Street West Perth.

- The Code of Practice for the Building and Construction Industry in Western Australia; (available from the East Perth Tenders Office);

The following documents are available from Standards Australia.

- AS 4120 - 1994 Code of Tendering;
- AS 4121 - 1994 Code of Ethics and Procedures for the Selection of Consultants; and
- AS 4122 (Int) - 1993 General Conditions for Engagement of Consultants.

The documents issued by the Principal may have been collated by mechanical means. The tenderer shall check to ensure that they include all pages, which are numbered consecutively, and that all supplements referred to are included.

Supplements that have been referred to shall be read with the section to which they refer.

A.10. SPECIAL CONDITIONS OF TENDER

The following Special Conditions apply to this Tender.

A.10.1. CODE OF PRACTICE AND ETHICS

The Consultant confirms that, in relation to this tender, it has complied in all relevant respects with both the Code of Practice for the Building and Construction Industry in Western Australia and the Australian Standard, AS 4121 - 1994 Code of Ethics and Procedures for the Selection of Consultants. The Principal may require the Consultant to make the attestation prescribed in AS 4121 - 1994 section 7.4.

A.10.2. CONFLICT OF INTEREST

In accordance with AS 4121 - 1994 section 4 Ethics, the Consultant shall disclose in its tender all details of any conflict of interest.

A.10.3. OWNERSHIP OF TENDER RESPONSES

All documents, materials, articles and information provided by the tenderer as part of, or in support of their tender, will become the absolute property of the Crown in right of the State of Western Australia upon submission and will not be returned to the tenderer at the conclusion of the tender process. However, unless the Contract provides otherwise, the tenderer will retain copyright and other intellectual property rights in all submitted documents, materials, articles and information.

A.10.4. DEPOSIT FOR TENDER DOCUMENTS

Not Applicable

A.10.5. TENDER VALIDITY PERIOD

Tenders shall remain binding on the tenderer and in force for a period of 42 days from the date of closing of tenders.

If a tender is not entire and fully described, with all details and required documents completed in every respect as required by this Request, the tender may not be considered and in any event the tender validity period shall commence only from the date when the tender is corrected or completed to the satisfaction of the Principal.

A.10.6. CONDITIONS OF CONTRACT

The Interim Australian Standard AS 4122 (Int) 1993 and amendments ("the General Conditions") as referred to in this Request are available from Standards Australia. Consultants shall include in their tenders for the cost of complying with the terms of these General Conditions, all amendments and the Special Conditions.

A.10.7. ADDENDA

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

A.10.8. TENDER FORMAT

The tenderer shall submit two separate sealed envelopes.

The first envelope shall be clearly marked "Envelope One - Responses To Weighted Qualification Based Criteria" and shall contain **one (1)** unbound, original response that includes, in listed order:

- Offer Form (Refer to Part C);
- Confirmation of Attachments that Accompany the Offer (Refer to Part C);
- Corporate Identification of Tenderer (Refer to Part C);
- Response to Selection Criteria (Refer to Part C). This may include a 1 page (maximum) covering letter and/or introduction;
- Acknowledgment of all addenda issued; and
- Material that is not specific to the project (eg. updates to general C.V's and company profiles) may be included as Appendices and may be considered as part of the tender by the Principal.

And

Five (5) bound copies of the response that contain, in listed order:

- Response to Selection Criteria (Refer to Part C). This may include a 1 page (maximum) covering letter and/or introduction;
- Acknowledgment of all addenda issued; and
- Material that is not specific to the project (eg. updates to general C.V's and company profiles) may be included as Appendices and may be considered as part of the tender by the Principal.

The second envelope shall be clearly marked "Envelope Two - Lump Sum Fee" and shall contain **one (1)** unbound, original response that includes, in listed order:

READ AND KEEP THIS PART

- Completed Annexure (Refer to Part C);
- Recipient Created Tax Invoice Agreement (Refer to Part C);
- Lump Sum Fee Breakdown (Refer to Part C);
- Schedule of Disbursement Rates (Refer to Part C);
- Claim for Regional Content Preference (Refer to Part C);
- Imported Content Declaration form (Refer to Part C);
- Indigenous Enterprise and Employment Tendering Preference claim forms (Refer to Part C);
- Any supportive information regarding the Consultant's and any Sub-consultant's Lump Sum Fee.

A.10.8.1 LODGEMENT OF TENDER

Tenders shall be **submitted in a two separate sealed envelopes** marked with the tenderer's name, the project title and as stated in clause headed Tender Format and deposited in the tender box at, or sent by prepaid post to, the nominated place by the date and time stated for lodgement of tenders.

Facsimile proposals will not be accepted.

Tenders received after the time and date stated for the lodgement of tenders may not be considered..

A.11. FURTHER INFORMATION

A.11.1. TENDER BRIEFING

Not Applicable

A.11.2. SITE INSPECTION

Not Applicable

A.11.3. PLEASE CONFIRM WITH THE CONTACT PERSON YOUR ATTENDANCE AT THIS SITE INSPECTION NO LATER THAN

A.11.4. CONTACT PERSON

There is only ONE contact person for this tender. All tender enquiries must be referred to the person nominated below. Tenderers must not rely on any other information provided by any other person.

Name: Sam Petricevic

Telephone: 9440 2263

Facsimile: 9440 2223

E-mail: sam.petricevic@bmw.wa.gov.au

B. PART B - SPECIFICATION

Part B

B.1. PROJECT BRIEF

B.1.1. WORKS PROCUREMENT

The Department will be procuring the works associated with this project through a D&C form of contract with an appropriate schedule of special conditions. This will include the novation of this contract for service to the D&C Contractor.

The procurement will be undertaken through an EOI stage followed by RFT by shortlisted D&C Contractors.

B.1.2. PROJECT DETAILS

Refer to the following Technical Design Brief (TDB) documents for more information on the project, located in Appendix D2:

- Technical Design Brief.

The TDB will be attached as appendices to this RFP for download off the tendering site.

B.2. CONSULTANT BRIEF

B.2.1. PROJECT GOVERNANCE

A Project Consultation Group (PCG) will be established for this project comprising but not limited to Owner Agency representatives, BMW, consultant and sub consultant representatives.

The PCG will meet on a monthly basis. The consultant shall attend these meetings.

The Consultant shall liaise directly with the BMW Project Manager for day-to-day operational and contractual directions, and other parties as required for the full duration of the consultancy.

The Consultant shall assist the BMW Project Manager for the organisation, recording of minutes and distribution of documents for all PCG meetings. PCG meetings will be held at least on a monthly basis for the full duration of the project. Meetings will be held either in Perth or in Karratha. The minutes shall be compiled in an action BMW approved format, style format with persons being nominated for follow on actions, as well as a due date for the action. The minutes shall be issued to all team members within two working days of the meeting and corrections made at the next meeting.

Compile minutes for all miscellaneous meetings with the Owner Agencies, Principal's Representative, relevant stakeholders, local authorities, service authorities etc, and issue to all team members.

The Consultant shall work with and actively contribute to the PCG to achieve the required project outcomes.

B.2.2. COST MANAGEMENT

A Cost Management Consultant will be separately engaged by the Principal to provide cost planning and cost management services, including a cost planning audit of the design and construction phases of the project.

The Cost Management Consultant will provide all necessary cost planning, and cost advice services necessary to support the Architect and other Sub consultants, and other consultants engaged by the Architect in managing the costs of this project within the limits of cost specified.

Liaise closely with the Cost Management Consultant in a teamwork approach, and provide all necessary information in a progressive and timely manner for preparation of cost plans.

Liaise closely with the Cost Management Consultant and make the necessary adjustments to designs and contract documents etc to achieve the required benchmark rates.

The cost management consultant will provide advice to the Architect up to award of the D&C contract only. After that, they shall report to the principal's representative only.

B.2.3. SCOPE OF SERVICE

The Consultant Project Team is to undertake the following services:

For the Principal- Schematic Design.

For the D & C Contractor - Design development, construction documentation and construction phases services as described in the consultant brief and in accordance with the provisions of Section: B3 (Design Guidelines and Specific Requirements).

READ AND KEEP THIS PART

Loose Furniture, Floor Coverings, Warehousing and Delivery Services as described here in shall also be the responsibility of the Consultant for the D&C contractor

B.2.3.1 GENERAL

Attend design meetings, workshops and programme meetings, including but not limited to:

- Project Design
- Cost & Time Planning
- Value Management (if required)
- Risk Management Workshops (if required)
- Stakeholder Review Meetings
- Tender Documentation including all separable portions/packages
- Construction PCG and other site meetings, and
- Other meetings as reasonably requested by the Principal.

Coordinate and integrate with all other project consultants for design services.

Provide management and coordination of all design outputs up to the completion of developed design and documentation.

Incorporate scheme approvals given by the Principal at the conclusion of each design stage into the next stage.

Incorporate approved Value Management improvements and agreements into the design at the conclusion of any Value Management review.

Incorporate agreed buildability agreements accepted by the Principal into Architectural designs and manage advice on whole of life and/or life cycle values where required. This includes managing and coordinating Consultant input as required.

Prepare monthly design and documentation progress reports for inclusion in the Project report for submission to the PCG and through to the Steering Committee. On novation to the D & C Contractor redirect monthly reporting to the PCG of which the D & C Contractor and the State are members. This report will cover performance aspects of design and involve identification of time, cost and quality implications.

Provide assistance to the Quantity Surveyor for costing purposes, including life cycle costing.

Participate in any reviews aimed to reduce costs to within the agreed project cost plan formalised at the conclusion of Schematic Design and amend documentation accordingly. Continue participation in subsequent programmed reviews.

Identify and incorporate all relevant technical and non-technical standards and regulations required for compliance with the design intent and the ongoing monitoring of approvals.

Engage effectively with the D & C Contractor and its subcontractors or other site contractors interfacing with the D & C Contractor's works on their appointment to support the construction process and undertake periodic inspections to ensure the project is delivered generally in accordance with approved designs and contract documents.

READ AND KEEP THIS PART

Obtain all necessary approvals, certificates and authorities approvals relating to design, installation and commissioning requirements. Manage and coordinate other Consultants for their respective parts.

Engage with the D & C Contractor in the continuation of design under novation arrangements, maintaining design continuity and controls, and compliance with the programme.

Prepare detailed earthworks, in-ground services and substratum Documentation as directed by the D & C Contractor.

Prepare, manage and coordinate technical design Contract Documentation for the procurement of major services by ensuring all documentation is coordinated and complete

Complete all remaining contract documentation, design services and packaging in accordance with the Master Programme developed by the D & C Contractor

B.2.3.2 REPORTING AND CONSULTATION

The Consultant is responsible to the Principal for reporting, budget control, program, liaison with the relevant Government agencies, community groups, end users, and relevant Shire Council.

As part of the Consultant's responsibility the Consultant shall liaise with the D & C Contractor and the principal to discuss the safety and health aspects of the design to ensure, as far as practicable, that the construction work required to build the design can be done without risk to the safety and health of the people doing the work. The Consultant shall prepare an Occupational Safety and Health Report to be provided to the Contractor before the Contractor commences Work on the Site..

B.2.3.3 BRIEF FINALISATION

The Technical Brief has been revised and approved for issue by DoE. Should any variation be required these shall be made by Woodhead and issued by BMW.

Allow to complete all listed outstanding tasks which shall include but not limited to:

- Interface with MRWA on entry points to the site for DoE and SoR.
- Specialist Hydraulic consultant to advise on civil design for the works to accommodate water from ethermal drainage lines for both the DoE and SoR works.
- Final Geotechnical Report to be provided by Woodhead, as an Addendum to the Technical Design Brief.
- Other.

B.2.3.4 SCHEMATIC DESIGN

Prepare a Masterplan, Elevations, Sections and all necessary documents to form a comprehensive tender document suitable for D & C Contractors to tender. Incorporate and integrate all services requirements into the design.

The schematic design is to meet the requirements of the Project Brief and be acceptable to the PCG in all respects including; functional relationships, agreed cost benchmarks, physical appearance (aesthetics), build ability and the materials ability to be recycled and their selection.

READ AND KEEP THIS PART

Prior to the completion of the schematic design, prepare and obtain written approval, from the DET Security Co-ordinator, for a design/scope of works statement for the security system appropriate to this project

Liaise with and obtain all relevant Authority approvals for the proposed works.

Prepare Project Cost Plans in accordance with the "Project Cost Planning - Guidelines for Consultants (August 2002)". This document is available for viewing at the East Perth Tender Office and a copy will be available for the appointed Consultant. This is to include all costs associated with the project including but not limited to the limit of cost for the works, including rise and fall projections, district margins applicable, any headwork's costs payable. The estimates shall include loose furniture and equipment. The Principal's Representative will provide details of the Department of Treasury and Finance disbursements.

The Consultant shall ensure that each school is contained within the benchmark GFA rates

B.2.3.5 TENDER DOCUMENTS

Package up all documentation in a form suitable for the calling of the tenders. The works will be tendered under the AS 4300 - 1995 General Conditions of Contract.

Use contract specification preliminaries prepared in conjunction with the Department of Treasury and Finance. The Consultant shall use the current Department of Treasury and Finance master preliminaries for works contracting as the base for the contract specification preliminaries. The Department of Treasury and Finance' 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. In the preparation of the specification preliminaries and the tender documents in general the Consultant shall comply with all relevant government and Department of Treasury and Finance tendering and contracting policies and practices.

The Specification Preliminaries Guide Notes that are included in the package that will be provided to the Consultant, upon request by the Consultant, includes a section covering some relevant government and Department of Treasury and Finance tendering and contracting policies and practices.

Should the Consultant fail to apply government and Department of Treasury and Finance tendering and contracting policies and practices as they are intended to be applied, the Department of Treasury and Finance 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 the Department.

Rise and fall will not apply to the building works contract.

Deliver to the Principal's Representative a final copy of the full specification for the Principal's Representatives review of compliance to government and the Department of Treasury and Finance tendering and contracting policies and practices. The specification shall be a final version and shall be provided in sufficient time as to allow the Principal's Representative a minimum of 3 working days to review the specification and advise the Consultant of any areas that may need attention. The Consultant shall be responsible for ensuring that this review process and any subsequent editing of the specification required by the Consultant as a consequence of the Principal's Representative's review does not delay the delivery of the tender documents as described here under.

Deliver to the Principal's Representative, no later than 12.00 noon on the Wednesday prior to the tender advertising date:

READ AND KEEP THIS PART

- The pre-tender estimate in accordance with the Project Cost Planning, Guidelines for Consultants (August 2002);
- Schedule of Charges. i.e. Headwork's etc;
- Schedule of items to be supplied by Principal; and
- Calculation of builder's pre-qualification and confirmation of Priority Start – Building requirements.

Deliver to the East Perth Tenders Office, no later than 12.00 noon on the Tuesday prior to the tender advertising date:

- the number of tender documents as directed by the Principal's Representative.
- the tender documents in an electronic format.

For regional projects the hard copy of the tender documents are to be delivered no later than 12.00 noon on the Friday prior to the tender advertising date.

Deliver to the Principal's nominated client Government agency, no later than 12.00 noon on the Tuesday prior to the tender advertising date 2 complete sets of tender documents

B.2.3.6 TENDERS

The tendering of the project and the assessment of tenders are deemed to be part of the phase of the project and the consultants scope of services.

The Department of Treasury and Finance will tender the works. Tenders will close at East Perth Tenders Office.

Record and respond to tender enquiries during tender period in accordance with the requirements of AS 4120 - 1994 Code of tendering. Tender enquiries shall be recorded on the Department of Treasury and Finance approved form and forwarded by the consultant to the East Perth Tenders Office before 4:00 pm on the day that tenders close.

Assess tenders and check for technical compliance. Resolve all technical issues arising from the tender assessment. This assessment should include a meeting between the Principals representative Consultant and the preferred tenderer to discuss the project and the tender.

Reconcile tender result with pre-tender estimate.

Within 7 days of receiving notification from the East Perth Tenders Office the Consultant shall collect from the East Perth Tenders Office all unused and returned tender documents. Notification from the East Perth Tenders Office will normally be provided 21 days after the date that tenders closed. The Consultant is responsible for the disposal of these documents the method for which shall be confirmed with the Principal's Representative prior to disposal.

Recommend successful tenderer.

B.2.3.7 SITE SIGNBOARD

The Consultant must prepare a site signboard design, which conforms to the Western Australian Government *Capital Works Projects Signage Style Guide* ("the Style Guide"). A copy of the Style Guide is available at: <http://www.dtf.wa.gov.au/cms/content.aspx?id=3983>.

If a digital image is not otherwise available for use on the site signboard, the Consultant is required to provide a digital image of the works for incorporation in the site signboard design. Payment for any additional work will be negotiated between the Principal's Representative and the Consultant as a variation to this Contract.

READ AND KEEP THIS PART

The digital image to be used on the site signboard must be in Encapsulated Post Script (EPS) or high resolution Joint Photographic Experts Group (JPG) format. The Principal's Representative has sole discretion on the size of the site signboard. The Consultant is responsible for ascertaining from the Principal's Representative the dimensions of the site signboard required for the project.

Only individuals or entities that have a direct contract with the Minister for Works in relation to the works are to be included on any banner, which forms part of the site signboard.

The Principal's Representative will provide details of site signboard construction and structural support to the Consultant for inclusion in the tender documents. The Department of Housing Communications and Marketing directorate must approve the site signboard. The Consultant must provide to the Principal's Representative the necessary documentation in sufficient time to permit the design to be approved and returned to the Consultant for inclusion in the tender documents.

The Consultant must make available to the contractor an electronic copy of the signboard design within 7 days of acceptance of the tender. This must be in a digital format of sufficient resolution to enable the sign maker to make the sign in the required size.

B.2.3.8 DESIGN DEVELOPMENT (D & C Contractor)

Review approved schematic design outputs against the Principal's requirements and continue the development of design work, building on the schematic design approval.

Review previously identified Codes, Standards, regulations and Guidelines, and reconfirm their applicability in the developed designs.

Undertake, where necessary, a full site familiarisation process for the design development and documentation team.

Review specialist consultant and other relevant design consultant reports and integrate report findings and recommendations as approved by the Principal.

Continue to review design development to incorporate the Principal's Project objectives.

Attend if required by the D & C Contractor, programmed Value Management Workshops and provide technical and strategic input to value adding options and innovations.

Review cost estimates by D & C contractor and provide necessary documentation and advice to support the D & C Contractors Quantity Surveyor in the preparation of a cost profile and the updating of the Cost Plan.

Coordinate and integrate all consultant inputs into the developed design to include but not limited to the services of:

- Structural Engineering
- Fire Engineering
- Mechanical Engineering
- Electrical + IELVS Engineering
- Hydraulic Engineering
- Civil Engineering
- Security Engineering

READ AND KEEP THIS PART

- Information Technology and Communications Engineering
- FF&E

Prepare Design Development Stage Architectural, Landscape, Interiors and designs where required, which are expanded from the schematic design stage from which working drawings, technical specifications and Contract documents can be prepared. Developed Design documentation is to be provided to enable progression of the works to contract documentation activities. Drawings are to include:

- Drawings and architectural sketches in scales 1:100 or alternative scales necessary to enable progression of the design to the documentation stage.

Certify design compliance with the Project Design Brief, Principal's Project Requirements and authorities requirements to the Principal prior to commencement of the Full Construction Documentation phase.

Ensure that architectural design is developed and expanded from the preliminary design to a stage from which working drawings, specifications and contract documents can be prepared consistently.

Provide all separate package documentation requirements to meet D & C Contractor procurement requirements.

As a minimum prepare two (2) perspectives depicting the most prominent aspects of the building's design.

B.2.3.9 LANDSCAPE DESIGN (D & C Contractor)

Provide landscape and irrigation service design.

Investigate the use of non-drinking water sources (e.g. shallow groundwater, rain water) for the potential use of landscape or garden watering, therefore reducing the demand on drinking water supplies without increasing the total volume of water used.

Prepare a landscape concept plan and associated cost estimates that should reflect water sensitive design, sustainability and be acceptable to the DoE and the local community.

Design, document and obtain approvals from relevant authorities for required works and services.

Prepare landscape concept plans prior to detailed design for presentation to the Principal's Representative and Project Control Group. Provide A1 plans, showing the overall concept and individual elements. Include production and printing costs in the lump sum fee.

B.2.3.10 INTERNAL DESIGN (D & C Contractor)

Advance the Schematic design to include the full room data sheet requirements.

Prepare design solutions for final approval in the form of documents, line drawings, sketches, elevations, perspectives, reflected ceiling plans, colour renderings, colour boards exhibiting examples, finishes and furniture, photographs, 3D models or digital images and the like to the extent necessary to include the following:

- Establish Style and Character
- Space Planning and Furniture Arrangements

READ AND KEEP THIS PART

- Interior Finish Specifications and Colour Schemes: Paints, Stains, Floors, Wall and Window Coverings, Surfaces, Textiles, etc.
- Architectural Details and Specifications: Mouldings, Trims, Railings, etc.
- Custom Millwork Specifications: Furniture, Cabinetry, etc.
- Hardware, Plumbing Fixture and Equipment Selections and Specifications
- Electrical fittings and fixtures, illumination levels and controllers,
- Graphics and Signage Specifications

The basic principles of the interior should address and include the following criteria:

- Occupant Centric objectives
- Occupant healthy environment and conditions, including comfort, safety and security
- Traffic and reticulation
- Image and environment
- Technology connectivity
- Evidence based design
- Lifecycle costing advantage

B.2.3.11 FULL CONTRACT DOCUMENTATION (D & C Contractor)

Incorporate any amendments into the design resulting from the Principal's review and acceptance of the Developed Design.

Incorporate any amendments into the design resulting from any Value Management workshops and buildability reviews at the conclusion of each programmed event.

Prepare design documentation to a stage sufficient for obtaining all required building consents, approvals and authorities.

Finalise Contract documentation to include all inputs from other Consultant services including, but not limited to:

- Structural Engineering
- Fire Engineering
- Mechanical Engineering
- Electrical + IELVS Engineering
- Hydraulic Engineering
- Civil Engineering
- Security Engineering
- Information Technology and Communications Engineering

READ AND KEEP THIS PART

- FF&E
- BCA Compliance
- Environmental considerations and compliances
- Wind studies/modelling

Finalise and incorporate all technical specifications into the documentation.

Undertake internal quality assurance checking of all documentation and specifications. Report on QA performance in both the design documentation and specifications or through separate reporting to the Principal as required at programmed Design meetings or D & C Contractor meetings, and at the completion of the Contract Documentation preparation phase.

Provide the D & C Contractors Quantity Surveyor final information as required ensuring agreement is made with the Quantity Surveyor on the information parameters required by the Quantity Surveyor at the commencement of this stage.

Print, collate and make available sub contract Tender Documentation as directed by D & C Contractor including soft copies as required. Copy requirements are in the following formats:

- Hard copy reproduction as directed by D & C Contractor.
- Electronic format on CD-Rom as directed by D & C Contractor.

Prepare documentation in sufficient detail for construction and tendering purposes including but not limited to all significant details of the design for example:

- Kit-of-Parts drawings
- 1:50 scale fit-out floor plans and internal wall elevations
- 1:20 floor plans, elevations, sections, for specific studies
- Internal/external finishes/colour schedules
- Door, window, louvre, signage schedules
- Joinery details
- Facade schedules
- 1:20 developed external elevations, developed building sections
- Various scale site plans
- Various scale general arrangement plans, including roof plans
- 1:100 reflecting ceiling plans
- Various scale ceiling details
- 1:100 external elevations and sections
- 1:5, 1:10 and 1:20 construction details as required (internal and external)
- Fully detailed Specifications

READ AND KEEP THIS PART

- Reports and technical data and analysis.

Attend proponent briefing sessions, site inspections, sub-contractor selection workshops, and any other tender information or evaluation events.

Assist the D & C Contractor in preparing Notices To Tenderers [NTT] by providing technical input in to:

- Proponent requests for additional information prior to Tenders closing; and/or,
- The provision by the D & C Contractor of additional information for Proponents to consider when preparing their submissions.
- NTTs are dealt with accurately and within the required time-frame.

Assist the D & C Contractor in the short listing processes by providing technical input into Proponent submissions and where necessary prepare Tender Qualification Requests for the D & C Contractor.

Provide specific advice on D&C Contractor methodology, time, quality, environmental and OH&S of Tenders.

Provide advice, where required by D & C Contractor, to subcontract trades during the Tender Phase or subsequent Tender Phases of the Works.

Provide support on any sub-contracting events of the Works to the D & C Contractor in assessing and awarding Tenders.

B.2.3.12 CONSTRUCTION PHASE (D & C CONTRACTOR)

This section is largely set out as a traditional client consultant contract administration phase. Under the D&C Contractor arrangements these service are provided directly to the D & C Contractor.

Together with the meetings set out in Section B.2.3.1 (General) attend:

- all D&C Contractor start up meetings for the Contractor and its Sub-Contracted Trades
- all off-site project meetings and site project meetings.

Assist the D & C Contractor in approving the D & C Contractor's Construction Programme required during the Construction mobilisation phase.

Respond to D & C Contractor Requests for Information.

Prepare Variations, Site Instructions [SIs] and Contract Notices [CNs] for the Principal to issue.

Review any shop drawings, samples, prototypes and assess all proposed alternatives [materials, equipment, programmes and methodologies] from the perspective of value, time, whole of life and other relevant performance considerations.

Assess, review and approve Quality test results. Assist the Contractor with issues of quality conflict resolution.

Undertake periodic and all programmed site inspections and reviews related to any staged hold points and milestones. Act as a professional reviewer to the satisfactory conclusion of all Construction hold point/close-in requirements and events.

READ AND KEEP THIS PART

Monitor and advise on the Contractor's management of progress against programme, cost against budget, and the delivery of quantities against plan, including Variations and non-conformances.

Update drawings and documentation as required.

Provide input into monthly and other milestone reporting through the PCG and to the Principal.

Provide support to the Quantity Surveyor in its assessment of Contractor progress claims.

Review all as-built drawings and documentation for alignment with the built environment.

Liaise and coordinate activities with the other Design Consultants, the Contractor and other specialists in the best interests of the overall project.

B.2.4. REPORTING

The Consultant shall report as follows:

B.2.4.1 PROGRESS

Two (2) copies of monthly progress report are required by the last working day of every month providing details of Project Scope, Program Overview, Key Milestones, progress for the period and project cost controls.

A pro-forma Consultant Reporting Data sheet for the project for budget and program reporting. Refer to clause **B.7.** for a sample of this pro forma.

B.2.4.2 SCHEMATIC DESIGN REPORT

At the completion of schematic design provide for each project two (2) copies of a report signed by the Consultant's Representative that includes as a minimum:

- an interim Monthly Progress Report;
- Design Approach (a brief synopsis);
- Design Proposal - including preliminary indications of construction system, engineering and specialist services requirements, materials and finishes;
- Outcomes of Discussions with Relevant Authorities i.e. Local Authority, Fire and Emergency Services, Heritage Council, utilities authorities etc;
- Tender Estimate in accordance with the Project Cost Planning, Guidelines for Consultants (August 2002). Include elemental quantities, and;
- Illustrations of the Design - include conceptual site and building plans, elevations and sections generally at 1:100 scale. Indicate internal spaces and external appearance through perspective sketches.
- For Department of Education - a copy of the Agency's Security Co-ordinator's written approval of the design/scope of works statement.

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

B.2.4.3 DESIGN DEVELOPMENT REPORT (D & C Contractor)

At the completion of design development provide for each project two (2) copies of report signed by the Consultant's Representative that includes as a minimum:

READ AND KEEP THIS PART

- an interim Monthly Progress Report;
- Engineering and Specialist Services Proposals;
- Sustainability Provisions Reporting Checklist;
- Maintenance Minimisation Statement;
- Wilful and Accidental Damage Statement;
- Energy Minimisation Approach and Results;
- Outcomes of Discussions with Relevant Authorities i.e. Local Authority, Fire and Emergency Services, Heritage Council, utilities authorities etc;
- Limit of Cost Estimate in accordance with the Project Cost Planning, Guidelines for Consultants (August 2002). Include elemental quantities;
- Schedule of Materials and Finishes;
- Recurrent, yearly, cost estimates for electricity, gas, water and sewerage;
- Confirmation of compatibility between the design and the loose furniture schedule including details of any changes, and;
- 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.

Design development is considered complete upon presentation of the report and sign off by the Principal's Representative.

B.2.4.4 OCCUPATIONAL SAFETY & HEALTH REPORT (D & C Contractor)

The Consultant shall prepare a written Occupational Safety and Health Report setting out:

The hazards that the Consultant has identified as part of the design process that arise from the design of the end product of the construction work and to which a person at the construction site is likely to be exposed; and

- The Consultant's assessment of the risk of injury or harm to a person at the construction site that may result from those identified hazards; and
- The means by which the attendant risk may be eliminated, reduced or better controlled; and
- Which of those hazards the Consultant has not done anything in respect of to reduce 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.

The Consultant shall provide a copy of the Occupational Safety and Health Report to the Principal's Representative and Contractor prior to the Contractor commencing work on the Site.

Where it becomes apparent during the course of 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 shall work with the Principal's Representative and the Contractor to implement 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 shall incorporate the change to the design into the Occupational Safety and Health Report, and provide an amended copy to the Principal's Representative and the Contractor.

B.2.4.5 PRE CONSTRUCTION REPORT (D & C Contractor)

The D & C Contractor shall provide to the Principal's Representative two sets of all completed construction documents a minimum of 30 days prior to the date for commencement of construction. Also provide two (2) copies of a report signed by the Consultant's Representative that includes as a minimum:

- Site Signboard;
- Locking Schedule;
- Colour schedule - include colour board and fabric selections;
- Certification that contract documentation complies with the project brief. Advise any discrepancies and reasons;
- Confirmation of compatibility between the design and the loose furniture schedule including details of any changes;
- Confirmation of drawings submitted to the Fire and Emergency Services for approval;
- Confirmation of drawings submitted to the local authority for information;
- Confirmation of other required approvals i.e. Indigenous Heritage Approvals.
- Confirmation of inclusion in the construction contract of the requirement for a security management plan;
- Consultant Representative's certification as required by Clause 15.3 of the General Conditions;
- Completed form, Consent for Attribution by Employee;
- Completed form, Consent for Attribution by Architect;
- Schedule of items to be supplied by Principal;

B.2.4.6 PRACTICAL COMPLETION REPORT (D & C Contractor)

At practical completion of the building works contract provide two (2) copies of a report that includes as a minimum:

- Practical Completion Defects List;
- Warranties Summary;
- Maintenance and Operation Manual and Project Handover Manual (which shall include a list of minimum performance benchmarks to ensure efficient operation);
- As Constructed Drawings - electronic (to the Department of Treasury and Finance CADD Manual Requirements) clearly marked "AS CONSTRUCTED DRAWINGS";

B.2.5. SCHEDULE OF DELIVERABLES

The Consultant shall maintain a Schedule of Deliverables throughout the period of the Contract and where appropriate and with prior written approval of the Principal's

Representative amend the Schedule of Deliverables to reflect to Principal's required outcomes.

The initial Schedule of Deliverables for this contract has been prepared by the Principal's Representative and is included at Clause **Error! Reference source not found.** of this document. The deliverables that appear within the Schedule of Deliverables for each phase of the project shall be provided by the Consultant to the nominated entity prior to the completion of each phase.

B.2.6. CONTRACT ADMINISTRATION (BMW SUPERINTENDENT'S REPRESENTATIVE)

The D & C Contractor shall use the novated consultants to assist the D & C Contract to provide the following services during the Construction and Defects Liability period.

The Consultant shall nominate within its proposal a senior and experienced staff member to assist the contractor. This includes issuing instructions, certificates and variation orders authorised by the D & C Contractor, the preparation of any additional drawings needed to clarify the works and providing advice and technical support in any disputes that may arise out of the works contract.

Where the work under the works contract involves activities on an occupied site the D & C Contractor shall arrange and chair a safety coordination meeting between the Principal's Representative, the Principal's nominated client Government agency, the occupier and the D & C Contractor. Ensure that the D & C contractor minutes the meeting and distributes the minutes to all attendees. Prior to the meeting liaise with the Principal's Representative, the Principal's nominated client Government agency, the occupier regarding the evacuation plan for the site and arrange for a copy of this plan to be available for the contractor at the coordination meeting.

Periodically inspect the works and attend Site Meetings and ensure the appropriate subconsultants also attend.

The D & C contractor shall demonstrate compliance with its:

- use of local suppliers and subcontractors stated in its Claim for Regional Content Preference.
- declaration that there are no imported goods or services being used in the works.
- commitment to Indigenous Economic Development.
- 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.

Where the Consultant is required to nominate a senior and experienced staff member to the D & C Contractor, the Consultant must ensure that the contractor complies with its Occupational Safety and Health obligations under the works contract, and that copies of the contractor's Safety Management Plan, Safe Work Procedures (including Job Safety Analyses) and its monthly audits are available on site. The above items shall be a standing agenda item at each site meeting and any non-compliance shall be reported to the Principal's Representative as soon as is practical.

The contract administration services are to continue until the project reaches final completion.

B.2.6.1 CONSULTANT TO ENSURE TESTING OF SERVICES AND REPORTING BY CONTRACTOR BEFORE ISSUING CERTIFICATE OF PRACTICAL COMPLETION

Prior to issuing a Certificate of Practical Completion, the Consultant shall ensure that the contractor records the testing of all services and submits a review report to the Consultant for approval prior to requesting the witnessing of the onsite commissioning tests. This report is in addition to the handover manual, outlining design parameters and appropriate operation and testing methods. Where the performance can be upgraded by improved management and occupant behaviour it is to be reported in writing indicating the measures required to achieve the designed benchmarks.

B.2.6.1.1 Building Tuning Between Practical Completion and Final Completion

The Consultant shall ensure:

- all building systems are tuned to achieve design outcomes between practical completion and final completion;
- a relevant member of the design team is involved in the tuning process;
- quarterly tuning/monitoring is undertaken and the outcomes are reported to the building owner and relevant consultants;
- full re-commissioning is undertaken 12 months after practical completion; and

a Building Tuning Report on the outcomes of the tuning process is provided to the building owner and made available to the design team.

B.2.6.2 CONSULTANT TO ARRANGE ON-SITE POST OCCUPANCY TRAINING SESSION WITHIN 3 MONTHS AFTER PRACTICAL COMPLETION

Within three months of issue of a Certificate of Practical Completion, the Consultant shall arrange an onsite post-occupancy training session, to be attended by the Consultant, relevant subconsultants, the contractor and relevant subcontractors for the purposes of training facility management to operate the building in accordance with the design intentions.

B.2.6.3 CONSULTANT TO REPORT ON MONTHLY ACTUAL ENERGY USE BEFORE ISSUING A FINAL CERTIFICATE

Before a Final Certificate is issued, the Consultant is to submit a report registering the actual energy use on a monthly basis compared to modelled or anticipated use, with any discrepancies to be detailed and remedial measures recommended if necessary.

B.2.7. SUBCONSULTANTS (Engaged by Consultant)

Nominate subconsultants required to complete each stage of this Contract.

Nomination shall be substantiated by a proposal from the subconsultant addressing all of the selection criteria as listed in the Conditions of Proposal.

Structural engineering subconsultants shall comply with the Design and Checking requirements of the Department of Treasury and Finance.

Security subconsultants shall be licensed under the *Security and Related Activities (Control) Act 1996 (WA)*.

Subconsultants shall be engaged under terms and conditions consistent with and complimentary to those under which the Consultant is engaged and shall not impact on the Consultant's obligations to the Principal.

B.2.8. SITE VISITS

The Consultant acknowledges that it allowed in its tender for the number of site visits as described in this clause. The Consultant further acknowledges that it allowed one full day for each site visit. The number of site visits listed below is for the Consultant and sub consultants.

Refer C.8

If the number of site visits varies from those listed above then the Contract shall be varied in accordance with the Schedule of Disbursement Rates.

The Consultant team and the number of Consultant visits required to check critical aspects of building service installation during the construction must be specified prior to any procurement of subconsultants.

The Principal's Representative shall be informed of each site visit by the Consultant or any of the sub-consultants.

Prior approval of the Principal's Representative is required for every site visit greater than the number listed above for each delivery stage.

B.2.9. DOCUMENTATION PROVIDED BY THE PRINCIPAL

B.2.9.1 DRAWINGS

CADD Drawings

The Principal has samples of CADD documents for previously documented similar projects, which may assist the Consultant with the documentation for this project. Upon written request from the Consultant the Principal will provide a copy of that CADD documentation to the Consultant.

The Principal may have CADD documentation for the existing facilities on this site, which may assist the Consultant with the documentation for this project. Upon written request from the Consultant, the Principal will provide a copy of that CADD documentation to the Consultant.

Disclaimer

The Principal accepts no responsibility for the compliance to the Department of Treasury and Finance CADD Documentation Procedures Manual or the brief for this Contract of any drawings, whether they are in electronic or hard copy format, it provides to the Consultant under this Contract. Similarly the Principal accepts no responsibility for the accuracy or completeness of these drawings.

The Consultant is reminded of its obligations under clause 15.7 of the General Conditions of Contract and the Special Conditions of Contract with regard to any documents provided to the Consultant by the Principal.

B.2.10. LOCAL AUTHORITY CONSULTATION

The *Planning and Development Act 2005* requires that every Public Work so far as reasonably possible, is undertaken in such a manner as to be in keeping with the design and intent of the relevant local authority's local planning scheme, and so as not to destroy the

amenity of the relevant local authority's local planning scheme and that the relevant local authority is consulted.

Accordingly, the Consultant shall liaise with the relevant local authority during all stages of the project, including the Contract Administration stage.

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 local planning scheme, the Consultant shall advise the Principal as soon as practicably possible. Such advice shall include recommendations of what action is necessary to ensure the project complies, for direction by the Principal.

B.2.11. APPROVALS AND LICENCES

B.2.11.1 DEVELOPMENT APPROVAL (DA)

DA is not required.

At the start of the tender period, the Principals Representative shall submit a copy of the Schematic Design for the information and record only of the local authority.

B.2.11.2 BUILDING LICENCE

Public works by state government agencies are not subject to local authority regulations and are therefore exempt from building licence.

The Western Australian Government is committed to constructing buildings that are safe, energy efficient, and facilitate good health among users of the building. Notwithstanding the exemption that applies to buildings that are constructed, owned or occupied by state government agencies, the Consultant must comply, so far as is possible, with the requirements of the following:

- The Building Code of Australia (as amended);
- The *Health Act* 1911 (WA) (as amended);
- Regulations made pursuant to the *Health Act*; and
- 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 himself or herself of these statutory requirements.

In accordance with clause 15.2 of the General Conditions of Contract, if for any reason the Consultant cannot comply with these requirements, as soon as the Consultant becomes aware of his or her inability, the Consultant must immediately notify the Principal in writing of the inability, and must seek direction from the Principal.

From 1 May 2011, State Government projects will require a Building permit. The D & C Contractor is to submit documents and pay associated fees to obtain a building permit.

B.2.12. INDIGENOUS HERITAGE REQUIREMENTS

The Technical Design Brief includes the report on the Aboriginal Heritage sites located on the site.

The Consultant and the D&C Contractor shall comply with all requirements and conditions.

B.2.13. PERCENTAGE FOR ART

This project will incorporate a “Percent for Art” public art project. The Consultant shall:

- participate in artist selection via selection panel; and

liaise with the Principal’s Representative, user groups, artist and art co-ordinator to ensure integration of the art component within the project

B.2.14. REPORTING

Not Applicable

B.3. DESIGN GUIDELINES AND SPECIFIC REQUIREMENTS

B.3.1. SUSTAINABILITY INITIATIVES

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

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

As a part of the provision of services, the Consultant is to identify the costs and benefits of incorporating the various elements of this section, using either the applicable Green Star matrix or the Consultant Sustainability Provisions Reporting Checklist. The appropriate level of sustainable elements to be included in the project will be agreed with the Principal’s Representative. The Department’s preference is for simple, cost-effective solutions that will achieve the objectives outlined in this clause. The Consultant is required to deliver an energy report at the end of Schematic Design, showing modelled outcomes and supporting text to explain anticipated energy use. The report should include any assumptions that require specific responses by the facility management and users. For example, this modelling could involve life cycle costing of at least three alternative energy saving air-conditioning designs for the new building, considering such initiatives as mixed mode ventilation, alternative facade designs, shading, thermal mass etc.

B.3.1.1 GREEN BUILDING COUNCIL RATING OR NABERS RATING

The Consultant shall allow for all design analysis including simulation and modelling required to target the Four Star Green Building Council of Australia or Education Tool and to comply with the Technical Design Brief.

B.3.1.2 ENERGY EFFICIENCY

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 buildings 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 could include:

- Incorporating passive solar design principles

- Maximising day-lighting and passive climate modification opportunities
- Incorporating energy efficient designs to minimise active heating and cooling requirements
- Specifying energy efficient plant and equipment
- Specifying energy efficient lighting systems
- Providing efficient control and effective maintenance systems, including monitoring of energy consumption
- Optimising opportunities to use renewable energy sources and incorporate renewable energy technologies wherever possible

- In the construction of new government offices, the Consultant shall comply with the Government's Office Accommodation Policies relating to energy efficiency (www.bmw.wa.gov.au). A qualified minimum of 4.5 stars ABGR Base Building Rating has been required from 1 July 2006.

**B.3.1.3 CONSULTANT TO REQUIRE MECHANICAL SERVICES
SUBCONSULTANTS TO MODEL AND MEASURE ENERGY USE DURING
DEFECTS LIABILITY PERIOD**

Draft changes for the 2010 edition of the Building Code of Australia (BCA 2010) have been placed on the ABCB website for public comment and to give BCA users advance notice of proposals that may take effect from 1 May 2010.

The scope of services for mechanical services consultants may need to be changed to allow adequate modelling and measuring of energy consumption to ensure compliance with BCA Part J's proposed new energy efficiency sections (Part J8.3, J8.4, and J8.5) from May 2010.

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

- Commissioning clauses in accordance with BCA Part J8.3
- Maintenance manual in accordance with BCA Part J8.4
- Monitor, record (in accordance with BCA Part J8.5) and report on energy use between the date of certificate of approval for occupancy and the end of defects liability period.
- Provide a comparison of actual energy consumption (as required above) with modelled prediction and develop a remedial action plan to address any significant excess consumption.

J8.3 Commissioning of services that use energy

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

- (a) The energy efficiency systems of **Parts J5 to J7**, including the balance of air and water systems, damper settings, thermostat settings and the like.
- (b) Adjustable or motorised shading devices.

J8.4 Information to facilitate maintenance

A manual to facilitate the maintenance of the energy efficiency systems and equipment *required* by **Parts J1 to J7** must be provided, detailing—

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

J8.5 Facilities for energy monitoring

- (a) A building of over 500 m² *floor area* must have the facility to record the *annual energy consumption* including any *air-conditioning*, hot water or other services.
- (b) A building of over 2,500 m² *floor area* must have the facility to record individually the *annual energy consumption* of—
 - (i) *air-conditioning* plant including, where appropriate—
 - (A) heating plant; and
 - (B) cooling plant; and
 - (C) air handling fans; and
 - (ii) artificial lighting; and
 - (iii) appliance power; and
 - (iv) central hot water supply; and
 - (v) internal transport devices including lifts, escalators and travelators where there is more than one serving the building; and
 - (vi) other ancillary plant.

B.3.1.4 WATER EFFICIENCY

The Consultant shall design landscape and buildings to minimise the use of water. This could include:

- Ensuring the incorporation of water efficient appliances and fixtures
- Providing effective monitoring and maintenance systems
- Installing reuse systems for grey water
- Installing rain water and storm water collection tanks
- Designing to manage stormwater runoff on site to recharge aquifers

Check with the Principal's Representative to verify any specific water recycling and source requirements.

B.3.1.5 WASTE MINIMISATION

The Consultant is required to recommend strategies that minimise the generation of waste going to landfill and maximise reuse and recycling opportunities. Such strategies could include:

- Designing buildings to maximise the opportunities to recycle materials in future
- Considering opportunities to recycle materials such as green waste and landfill on site within the works
- Designing buildings to maximise longevity through the creation of flexible and readily adaptable designs.

B.3.1.6 BUILDING MATERIALS

The Consultant is required to consider strategies that incorporate ecologically sustainable materials and construction practices. These could include:

- Designing for resource conservation (using the minimum amount of material required for the function)
- Maximising the use of recycled content material (the material must achieve the required technical performance)
- Using materials that can be sourced from suppliers close to the site (locally sourced products reduce transport costs and fuel consumption and support the local community)
- Minimising life cycle costs through using durable materials and equipment requiring minimal maintenance.
- Minimising or avoiding the use of materials made from toxic or hazardous substances or which may result in off-gassing of emissions
- Minimising the use of building materials with high embodied energy and no compensatory benefits
- Minimising the use of building materials that have damaging ecological effects during harvesting, manufacturing and/or construction
- Minimising the use of building materials produced from limited or non-renewable natural resources

B.3.1.7 BUILDING DURABILITY

A durable building is one that is long lasting, fit for purpose and requires minimal maintenance during its lifespan. The Consultant shall include in the Design Development Report, a completed Consultant Sustainability Provisions Reporting Checklist. Complete the checklist, supporting the building design and choice of materials. As part of the project deliverables, the Consultant shall include a schedule of maintenance including required maintenance intervals and anticipated costs for major components of the building fabric.

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

The Principal's Representative will be able to assist the consultant with information on how to incorporate features that are likely to assist durability and minimise damage.

B.3.2. LOOSE FURNITURE, FLOOR COVERINGS, WAREHOUSING AND DELIVERY SERVICES

B.3.2.1 COMMON USE ARRANGEMENTS (CUA'S) AND GOVERNMENT CONTRACTS

The Government has in place purchasing arrangements with a range of pre-qualified suppliers for the supply, warehousing and delivery of furniture and carpet.

These comprise Common Use Arrangements (CUA's) and a carpet supply contract through the Department of Treasury and Finance, and are required to be used unless suitable products or services are not available.

The Principal's Representative must approve the procurement of furniture and carpet outside these arrangements.

READ AND KEEP THIS PART

Common Use Arrangements (CUA's) and the Department of Treasury and Finance (BMW) contract applicable to this Contract are as follows:

- Common Use Arrangement CUA No. 10705 – Supply of Office and Classroom Furniture and Warehousing Services. A number of firms are contracted to supply furniture. A single contractor First Fleet is contracted for warehousing services.
- Common Use Arrangement CUA No. 15406 – Furniture Transport and Removal Services. A number of firms are contracted for transport and removal services.
- Government Contract RFT 1330006 – Supply, Delivery and Storage of Carpet (“the carpet supply contract”). A number of firms are contracted for carpet services.

Buyers' Guides are available for the above mentioned CUA's and BMW contract. These guides include details of suppliers, prices, discounts offered, delivery, ordering and payment arrangements from the relevant website at either <http://www.gem.wa.gov.au/> (for furniture, warehousing and delivery) or <http://www.bmw.wa.gov.au/> (for carpet).

B.3.2.2 NON CONTRACT ITEMS

For the procurement of loose furniture that is not available from CUA's, arrange the calling of quotations/tenders in accordance with State Supply Commission policies and guidelines on behalf of the Principal.

For the procurement of carpet not available through the carpet supply contract, specify the supply and installation of the carpet within the works contract.

B.3.2.3 THE DEPARTMENT OF TREASURY AND FINANCE FUNCTION

The Department of Treasury and Finance will:

- Provide information regarding policy, Government contracts, and standards;
- Provide standard furniture briefs or furniture schedules for specific building or requirements of the Principal's nominated client Government Agency where these are available;
- Approve the procurement method proposed by the consultant;
- Tender procurement packages where required; and
- Pay all accounts for orders placed by the Consultant and the CUA Warehousing contractor on the Principal's behalf.

B.3.2.4 LOOSE FURNITURE AND EQUIPMENT

The Consultant must manage the provision and relocation of loose furniture and equipment by:

- a) Identifying the Principal's nominated client Government agency's needs through:
- Becoming familiar with the client agency's policies, standards, and accommodation schedules with respect to furniture and equipment;
 - Liaising with the client agency to determine its detailed furniture and equipment requirements with respect to the project;
 - Carrying out surveys of existing furniture and equipment to determine their suitability for reuse; and
 - Providing advice to Principal's Representative and the client agency regarding product range and availability, technical characteristics of furniture and equipment, and provide options and recommendations.

READ AND KEEP THIS PART

- b) Maintaining adequate documentation, as well as scheduling and estimating through:
- Preparing designs, documentation, specifications and schedules (including finishes and colour schedules) for the complete furniture and equipment needs (new and reused) of the project;
 - Preparing preliminary and detailed estimates of the furniture and equipment service including, where appropriate, products, warehousing, delivery, installation, and relocation in consultation with First Fleet;
 - Determining the delivery program and delivery location details for the furniture and equipment service and co-ordinate activities with First Fleet to meet the required time frame;
 - Identifying and recommending appropriate procurement method/s to achieve furniture and equipment needs for approval by the Principal's Representative;
 - Preparing contract documentation, where appropriate, for the purchase, delivery, installation and relocation of furniture and equipment in accordance with the approved procurement method/s; and
 - Providing advice to First Fleet regarding product range and availability, technical characteristics of furniture and equipment.

- c) Arranging purchases:

For furniture and equipment not available from the Common Use Arrangement, the Consultant must call quotes in accordance with State Supply Commission policies.

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

The Consultant must liaise with First Fleet to:

- Confirm the supply, delivery, and cost details of items available from Government contracts;
- Provide details of all quotations called and accepted for furniture and equipment that is not available from a government Common Use Contract to First Fleet, in accordance with State Supply Commission policies,

The Consultant is to be aware that First Fleet will arrange delivery of the sourced furniture and equipment through the State Government CUA 120400 - Road Transport Services Contract.

First Fleet will not be involved in the purchase or delivery of any IT or computer hardware or software.

- d) Supervising the supply and installation of furniture and equipment:

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

- Provide direction to the delivery personnel for the correct placement of the sourced furniture and equipment around the premise; and
- Certify that the sourced furniture and equipment provided and its installation is correct and complete.

B.3.2.5 FLOOR COVERINGS

The Consultant must manage the provision of new floor coverings by:

READ AND KEEP THIS PART

- a) Identifying the Principal's nominated client Government agency's needs through:
- Becoming familiar with the policies and standards with respect to floor coverings of the client agency;
 - Liaising with the client agency to determine its floor covering requirements with respect to the project; and
 - Providing advice to the Principal's Representative and the client agency regarding product range and availability and technical characteristics, and provide options and recommendations.
- b) Maintaining adequate documentation, as well as scheduling and estimating through:
- Preparing schedules, including colour selections, for the floor covering of the project;
 - Identifying and recommending appropriate procurement method/s for approval by the Principal's Representative; and
 - Preparing preliminary and detailed estimates for supplying and laying of floor coverings;
 - Determining the time program for floor covering ordering and laying, and co-ordinate activities to meet the required time frame, and
 - Preparing contract documentation for the supply and installation of floor treatments where not available from the carpet supply contract or for the delivery and installation only of the carpet selected from the carpet supply contract.
- c) Arranging purchases for the supply of carpet available from the carpet supply contract by:
- Confirming supply, delivery and cost details with the selected supplier;
 - Ensuring the details of the selected carpet and carpet supply contract are included in the tender documents for the works contract for purchase and installation of the carpet by the building contractor; and
 - Specifying the supply and installation of other floor coverings within the works contract.

B.3.2.6 WAREHOUSING AND DELIVERY SERVICES

The consultant must manage the provision of warehousing and delivery services by:

- a) Identifying the Principal's nominated client Government agency needs through:
- Liaising with both the Principal's Representative and the client agency to determine its requirements with respect to the project; and
 - Providing advice to both the Principal's Representative and the client agency regarding warehousing and delivery services, logistical matters, and provide options and recommendations;
- b) Scheduling and estimating through:
- Determining the time program for warehousing and delivery services, and co-ordinate activities to meet the required time frame, and
 - Preparing preliminary and detailed estimates for warehousing and delivery services.
- c) Purchasing from Common Use Arrangements (CUA's) or Government contracts by
- Liaising with First Fleet regarding warehousing requirements and timeframe for assembly and delivery of furniture;

- Monitoring the stockpiles of furniture within the warehouse; and
- Advising First Fleet of final delivery requirements and coordinate and certify correct delivery to site.

B.3.3. UNIVERSAL ACCESS

The Principal is aware that the Building Code of Australia (“BCA”) is in the process of being amended for compliance with the *Disability Discrimination Act 1992* (Cth) (“DDA”). The Consultant is deemed to be conversant with the intent and contents of the current BCA, the DDA and the Draft Premises Standard current being reviewed for incorporation into the BCA, as compliance with the BCA does not, at this stage, guarantee that the access requirements of the DDA have been met.

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

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

B.3.4. GOVERNMENT REQUIREMENT FOR BICYCLE END OF TRIP FACILITIES IN GOVERNMENT BUILDINGS

The Consultant shall liaise with the Principal’s Representative to ensure appropriate bicycle end of trip facilities are included in accordance with the standards set out in Bikewest’s “End of Trip Facilities in Government Buildings”.

B.3.5. DATA CABLING IN WESTERN AUSTRALIAN SCHOOLS

The Western Australian Government has in place a contract for the supply, installation, testing commissioning, labelling and documentation of data cabling in Western Australian schools (the Data Cabling Contract).

The Data Cabling Contract is between the Principal and:

The Siemon Company
Level 18
Central Park
152 -158 St Georges Terrace
Perth WA 6000
Telephone: (08) 9228 1771
Mobile: 0417 187992
Email: jeff_astfalck@siemon.com.au

In order for the Siemon Company to provide a provisional sum for data cabling for inclusion by the Consultant in the tender documents, the Consultant shall provide all necessary documentation to the Principal’s Representative in sufficient time to allow it to be passed to the Siemon Company. For the purposes of this clause, this material may include, but is not limited to the following:

- Drawings;
- Specifications;
- Quantities;

- Measurements; and
- Any other relevant information reasonably requested by the Principal's Representative or the Siemon Company in order to permit the Siemon Company to provide the Consultant with a provisional sum for insertion into the tender documents.

Upon receiving the provisional sum provided by the Siemon Company, the Consultant shall insert the provisional sum into the relevant clause in the tender documents.

B.3.6. MINIMUM REQUIREMENTS FOR DESIGN AND CHECKING

B.3.6.1 GENERAL

The Consultant shall ensure that all structural design and documentation is independently checked. The firms and the personnel involved in the design and checking process shall meet the minimum requirements listed below.

B.3.6.2 SEPARATION OF DESIGN AND CHECKING FUNCTIONS

A basic principle of the checking process is that it will be as independent of the design process as possible. Consequently a requirement of 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.

B.3.6.3 DESIGN ENGINEER

Shall have practical design experience in building structures commensurate with the value and complexity of the project;

and

Shall be eligible for membership of the Institution of Engineers Australia as either a Corporate Member, or a Graduate Member.

B.3.6.4 CHECKING ENGINEER

Shall not 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.

Shall be eligible for membership of the Institute of Engineers Australia.

Shall have;

- A minimum of 5 years practical experience in structural engineering for major or complex projects; or
- A minimum of 10 years practical experience in structural engineering for minor projects of not more than 2 storeys in height.

Shall 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.

B.3.6.5 CERTIFICATION

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

The Principal of the design firm shall sign and submit to the 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.

B.3.6.6 RECORDING OF DESIGN LOADS

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

If an Australian Standard loading code has not been issued for a particular type of loading and an alternative standard (such as a British or New Zealand Standard) is not mandatory.

The design and checking engineers shall agree an appropriate load value. Where design loads are used which are not sourced from Australian Standards, they shall be included with the information required by the following paragraphs.

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

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.

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.

Earthquake Loads

- Structure type (or types where more than one exists in the project).
- Acceleration coefficient
- Site factor

Soil Bearing Pressures

The maximum safe working or ultimate soil bearing pressures (state which) used in footing design.

READ AND KEEP THIS PART

If different footings have been designed using different bearing pressures, the design bearing pressure for each footing type or size shall be recorded.

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.

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

DESIGN INFORMATION

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

Site classification **M**

(End of example)

The information required here is to GUIDE future planning where:

- 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;

or

- cost estimates for a new building in a similar location are to be prepared.

The inclusion of the above information on a structural drawing shall NOT relieve future users of such information of their responsibilities under their conditions of engagement.

B.3.7. WORK AT AN EXISTING PREMISE

This project involves work at an existing premise. As a result, the contractor, the contractor's subcontractors and 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 during the execution of the works.

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, asbestos register and the associated management plan for the premise and its surrounds.

The Consultant shall:

1. 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;
2. make available to tenderers for the construction contract the existing management plan dealing with the identified hazards so that all relevant management issues can be adequately addressed in the contractor's Site Specific Safety Management Plan;
3. arrange, on behalf of the Principal, the services of a Specialist Consultant meeting the requirements of clause B.4.8.1 (the Asbestos Consultant);
4. consult the Asbestos Consultant on all matters relating to asbestos and incorporate any advice and recommendations of the Asbestos Consultant into tender documentation, drawings and specifications and manage work under the construction contract in accordance with any such advice and recommendations.
5. not seek approval of tender documentation, drawings and specifications unless the Asbestos Consultant has conducted an inspection of the site, and provided a condition report detailing results of the inspection.
6. in the event that asbestos is discovered following commencement of the construction contract, manage the incident in accordance with the Action Management Flowchart at Clause B.12 of the Consultant Brief.

B.3.7.1 ASBESTOS CONSULTANT

The Asbestos Consultant must:

1. have the ability to, inter alia, provide competent inspection, survey condition reporting and advice on asbestos materials;
2. be approved by the Principal's Representative;
3. conduct all relevant Services in accordance with government requirements, including, but not limited to, National Occupational Safety and Health Commission guidelines, procedures and requirements and Occupational Safety and Health legislation, regulations and guidelines; and

4. have, or use the services of a company with, current National Association of Testing Authorities (NATA) certification for the identification of asbestos.

B.3.8. CADD

The drawings for this project shall be provided in a CADD format compatible with the Department of Treasury and Finance CADD system.

The Department of Treasury and Finance has a CADD Documentation Procedures Manual. The consultant shall comply with the requirements of this manual.

Liaise with the Principal's Representative to obtain a copy of this manual and for any other details required on the Department of Treasury and Finance CADD requirements.

Refer to clauses Contract Documentation/Tender Estimate Report and Practical Completion Report and Electronic Tender Documents for details of deliverable items.

B.3.9. ELECTRONIC TENDER DOCUMENTS

The tender documents for this project shall also be provided in an electronic format for attachment to, and distribution from the Tenders WA website. Ensure that electronic copies and hard copies are identical in content.

Documents shall generally be in the formats described below and in accordance with the current CADD Documentation Procedures Manual. Do not use ' " / \ & symbols in the Project Title

Deliver electronic documents on either a 3 ½" floppy disc or a Compact Disc.

The Principal's Representative is able to provide names of the Department of Treasury and Finance staff available for technical advice on this requirement.

B.3.9.1 SPECIFICATIONS

Specifications shall be Microsoft Word 2000 documents and may be either a single document or a collection of documents. In all cases the electronic copy of the specification shall contain all the required Department of Treasury and Finance forms. The specification shall include all sub-consultant specifications, schedules, tables and the like. The specification file, or files, shall be 'zipped' using a propriety archiving tool such as "WinZip" or "PKZip" into a single file named "<Project Title> - Specification".

B.3.9.2 DRAWINGS

Drawings shall generally conform to the Department of Treasury and Finance CADD protocols but be .dwf (drawing web format) files.

Prior to conversion to the .dwf format:

- Erase all entries outside the drawing boundaries;
- 'Zoom' drawings to limits; and
- Ensure that all 'xref' files are on the same directory as the drawings to be converted (.dwf's of 'xrefs' are not required as they are bound into the .dwfs).

Each .dwf file shall contain only one drawing. Ensure that drawings can be read before submitting to the Department of Treasury and Finance.

Drawings shall be grouped together into disciplines and 'zipped' using an archiving tool such as "WinZip" or "PKZip" so as to produce the following file names for each project:

"<Project Title> - Architectural Dwgs"

"<Project Title> - Structural Dwgs"

"<Project Title> - Electrical Dwgs"

"<Project Title> - Mechanical Dwgs"

"<Project Title> - Hydraulic Dwgs"

"<Project Title> - Landscape Dwgs" (if applicable)

"<Project Title> - Civil Dwgs" (if applicable)

If any individual discipline group has drawings totalling more than 3Mb in size when 'zipped' the drawings shall be split into separate files of 2 - 2.5Mb in size and numbered consecutively, i.e. "<Project Title> - Structural Dwgs1", "<Project Title> - Structural Dwgs2" and so on.

B.3.9.3 BILL OF QUANTITIES (By D& C Contractor)

If required, the BQ shall be in a Microsoft Excel 2000 format. The file, or files, shall be 'zipped' using an archiving tool such as "WinZip" or "PKZip" into a single file named "<Project Title> - Quantities.

Description and quantities cells within the spreadsheet shall be protected to ensure that no manipulation of the supplied data can take place.

B.3.10. RESTRICTIONS ON ACCESS TO SCHOOL SITES

(Education and Training projects)

Access to the site under this Contract is controlled as described hereunder.

The *School Education Regulations 2000 (WA)* made under section 244 of the *School Education Act 1999 (WA)* empowers the school principal to regulate persons who enter or are on school premises. Accordingly, overall control of occupied school premises is the responsibility of the school principal (occupied school premises includes a new school on a greenfield site that has achieved partial or total practical completion). The regulations and the Act enable the school principal to direct the contractor, its employees, subcontractors, suppliers and the like in respect to school access.

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

- Causing disruption to or likely to cause disruption to the good order on the school premises;
- Using threatening or insulting language;
- Using threatening or violent behaviour;
- Adversely affecting the safety and welfare of persons on the school premises;
- Causing damage to property that comprises or is located at the school premise;
- Smoking;

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- Defacing school premises;
- Lighting fires or bringing explosives onto school premises;
- Bringing animals onto school premises;
- Having intoxicating liquor;
- Driving vehicles off roadways and parking areas;
- Exceeding speed limits or driving in a dangerous or inconsiderate manner, or;
- Disobeying traffic signs.

B.3.10.1 SCREENING FOR ACCESS

Department of Education and Training policy requires that all persons working on occupied school premises be screened for previous convictions for certain types of offences. All access to an occupied school must be via the school office or the contractor's point of control for the building site.

The following screening provisions apply to the consultant's team, including the consultant's employees and subconsultants:

1. Where a person gains access to the school via the school office, the person will be required to complete a "Confidential Declaration" form. A person need only complete a "Confidential Declaration" form once for entry to a particular school in relation to a specific contract. A copy of this form can be obtained from the school principal.
2. Where a person gains access via the contractor's site, screening will be through the contractor's process.

In relation to item 2 above, the contractor's screening process is as follows:

The Contractor shall screen all employees, subcontractors, suppliers and other persons entering the building site for previous criminal convictions by ensuring that they:

a) are the holder of a federal police criminal record check that is no more than 2 years old;

or

b) have completed the relevant Department of Education and Training "Confidential Declaration" form. A person need only complete a "Confidential Declaration" form once for entry to a particular school in relation to a specific contract. A copy of this form can be obtained from the school principal.

The Contractor shall maintain a register of employees, subcontractors, suppliers and other persons accessing the Contractor's site. On a weekly basis the Contractor shall provide to the school principal the following information:

- *A list of persons who have entered the site, sorted by:*
 - a) Those with a federal national police clearance certificate;*
 - b) Those who have already provided a "Confidential Declaration" form to the school;*
 - c) Those who have completed a "Confidential Declaration" form for the Contractor.*
- *A copy of all federal national police criminal record certificates and "Confidential Declaration" forms completed for the Contractor,*

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

The Department of Treasury and Finance master Specification Preliminaries for works contracts that will be provided to the Consultant, on request, include a clause similar to the above. The Consultant shall ensure this clause is included in all contracts related to this project.

B.3.11. ONLINE CONTRACT MANAGEMENT

The Consultant shall use the Department of Treasury and Finance' online contract administration and management system for this project.

The online system operates via the web at an address provided by the Department of Treasury and Finance. Pro forma for electronic transfer of information will be listed on these web pages.

The information to be provided by electronic, online means shall include, but not necessarily be limited to:

Project Details

- Datasheets
- Project Progress Reports

Consultant (AS 4122) Contract Related

- Fee Variations
- Fee and Disbursement records
- Progress Fee Claim Details

Construction (AS 2124 & AS 4300) Contract Related

- Variations
- Payment Certificates

Implementation

If required, the Department of Treasury and Finance will provide onsite training for individual Consultants. A maximum of one-hour training time is anticipated.

B.3.12. PLAQUE OF RECORD

B.3.12.1 DEPARTMENT OF TREASURY AND FINANCE POLICY

A Plaque of Record (plaque), identifying the architect, builder, and other relevant people, will be installed on appropriate government buildings constructed by the Department of Treasury and Finance.

B.3.12.2 APPLICATION

This project has been approved for the inclusion of an appropriate plaque.

Obtain consent of all employees involved in the project to attribution of their contribution towards the project using the enclosed form: Consent for Attribution by Employee.

Complete the enclosed form for attribution by the Architect: Consent for Attribution by Architect.

Provide in the Contract Documentation/Tender Estimate report and to the Principal's Representative with the final copy of the full specification for the Principal's Representative's

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review, completed forms together with a statement signed by an authorised person that consent for attribution has been obtained from all employees involved in the project.

Design an appropriate engraved plaque made of brass, or another material compatible with the building's aesthetic, of a size not greater than 148mm deep x 210mm wide (A5), that records the identities of the architect and the builder involved in the design and construction of the building. Use the descriptive title nominated on the form "Consent for attribution by the Architect" to identify the architect. During the construction contract consult with the builder and determine the title to be used to identify the builder. Include the name of the project and the date of completion on the plaque. Consult with the Principal's Representative to determine if any other information should be included on the plaque, such as the name of the client department or authority for the building, and the name of the Department of Treasury and Finance. Ensure that the design of the plaque does not permit interpretation of the plaque as a commercial advertisement for any of the parties involved. Do not include logos in the design of the plaque. Give equal weight to, and use equal font size for, the names of all participants.

Identify an unobtrusive site for the plaque within the building that will allow the identities of the participants to be easily determined by any interested party.

Obtain approval of the Principal's Representative to the design and siting of the plaque. Include a section in the construction contract documents describing and specifying manufacture and installation of the plaque.

Use the Date of Practical Completion as the date of completion recorded on the plaque, unless otherwise agreed with the Principal's Representative.

B.3.13. PROJECT HANDOVER

Upon engagement, the Principal's Representative will introduce the Consultant to the Department of Treasury and Finance appointed Facilities Manager or the Department of Treasury and Finance Regional Manager.

The Consultant shall:

- Liaise with the Facilities Manager/Regional Manager on any issues related to the project (i.e. obtain from the Facilities Manager/Regional Manager information on any site history which may affect this project and keep Facilities Manager/Regional Manager informed of the project;
- During construction phase, ensure that the contractor informs the Facilities Manager/Regional Manager of any disruptions to existing service;
- Prepare Handover Manual one month prior to practical completion. For Department of Education and Training projects this Project Handover Manual shall be as described in Section 6 of the Primary School Brief;
- One month prior to practical completion, invite all nominated parties to Practical Completion Handover Meeting. A standard agenda for these meetings will be provided by the Principal's Representative;
- Chair Practical Completion Handover Meeting, prepare and forward minutes;
- Prior to the completion of the Defects Liability Period, arrange a meeting (if necessary) or otherwise liaise with the contractor and Facilities Manager/Regional Manager to ensure that all defects are resolved; and;
- Report to Principal's Representative on results of meeting; and
- Arrange an onsite post-occupancy training session within three months after the issue of a Certificate of Practical Completion, and arrange for the attendance of relevant

subconsultants and the contractor at that meeting. The purpose of the onsite post-occupancy training session is to ensure that the end user of the facility is appropriately trained to operate the building in accordance with the design intentions.

B.3.14. SCHEDULE OF DELIVERABLES

The Consultant shall maintain a Schedule of Deliverables throughout the period of the Contract and where appropriate and with prior written approval of the Principal's Representative amend the Schedule of Deliverables to reflect to Principal's required outcomes.

The initial Schedule of Deliverables for this Contract has been prepared by the Principal's Representative and is included at Clause **B.6.** of this document. The Principal's Representative will provide a computer disk containing a copy of the initial Schedule of Deliverables to the Consultant. This will be in a Word 2000 format. If the Consultant's operating and/or word processing system is unable to read and write in Word 2000 it is the Consultant's responsibility to arrange and pay for the conversion of the data on the provided disk into a format, which can be used by the Consultant.

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

B.4. GENERAL CONDITIONS OF CONTRACT

Interim Australian Standard AS 4122 (Int)- 1993 General Conditions for Engagement of Consultants are the General Conditions of Contract and are hereafter referred to as the "General Conditions".

B.5. SPECIAL CONDITIONS OF CONTRACT

B.5.1. GENERAL

Where there is any inconsistency these Special Conditions shall take precedence over the General Conditions.

B.5.2. GOODS AND SERVICES TAX (GST)

For the purposes of this clause:

1. "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.
2. "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999* and (where the context permits) includes the regulations and the Commissioner of Taxation's Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.
3. "Supply", "taxable supply" and "tax invoice" have the same meanings as in the GST Act.

Where the supply of the work under the Contract or any part thereof is a taxable supply under the GST Act:

4. The Lump Sum Fee shall be inclusive of all applicable GST at the rate in force for the time being;
5. The Principal shall issue a recipient Created Tax Invoice ("RCTI") in respect of GST payable on each instalment of the Lump Sum Fee and shall provide a copy of the RCTI

to the Consultant. The RCTI shall contain all information required for a tax invoice under the GST Act and shall bear the ABN of the Consultant.

6. The Principal shall issue an adjustment to the Consultant in relation to any adjustment events as they occur.
7. The Consultant shall not issue tax invoices in respect of the work under the Contract or any part thereof.

This provision applies notwithstanding any other provision of the Contract or any legislation or rule of law to the contrary but does not apply if the Consultant is not registered for GST, and is not required to be so registered, under the GST Act.

The Consultant shall at all times observe, perform and comply with all applicable provisions of the GST Act relative to the supply of the work under the Contract.

B.5.3. DESCRIPTION OF THE WORKS

The works comprise that stated in the consultant brief and such other work, which may be necessary for the completion of the project as described in the project brief.

B.5.4. THE ENGAGEMENT

Amend Clause 2 of the General Conditions by deleting item (d) and substituting:

“(d) be constituted by

- (A) The Principal’s invitation to submit a proposal;*
- (B) The Consultant’s Proposal;*
- (C) The Code of Practice for the Building and Construction Industry in Western Australia;*
- (D) The Letter of Engagement;*
- (E) The General Conditions;*
- (F) The Special Conditions of Engagement;*
- (G) The Annexure to the General conditions for engagement of consultants;*
- (H) The Consultant Brief;*
- (I) The Project Brief; and*
- (J) The addenda and any other correspondence issued to the Consultant by the Principal.”*

B.5.5. DISCLOSURE OF CONTRACT INFORMATION AND DOCUMENTS

B.5.5.1 PUBLIC DISCLOSURE OF CONTRACT DETAILS

1. The contract award information for all contracts above \$10,000 will be publicly available and published on the Tenders WA website after the Contract is legally established.
2. Documents and other information relevant to the Contract may be disclosed when required by law under the *Freedom of Information Act 1992 (WA)*, tabling of documents in Parliament or under a court order.

B.5.5.2 DEFINITIONS

Contract award information means Consultant(s) name(s) and Contract Price(s).

B.5.6. ACCESS BY THE AUDITOR GENERAL

B.5.6.1 AUDITOR GENERAL ACT 2006 (WA) AND FINANCIAL MANAGEMENT ACT 2006 (WA)

The Parties acknowledge and agree that, notwithstanding any provisions of this Contract to the contrary, the powers and responsibilities of the Auditor General for the State of Western Australia under both the *Auditor General Act 2006 (WA)* and the *Financial Management Act 2006 (WA)* are not limited or affected by the terms of the Contract.

B.5.7. NATURE OF CONTRACT

The Consultant shall be paid on a Lump Sum basis as stated in the Annexure.

B.5.8. RESPONSIBILITIES AND OBLIGATIONS OF THE CONSULTANT

Amend Clause 10 of the General Conditions of Contract by adding the following proviso to sub-clause (c):

“Provided that to the extent that any such loss or damage is asbestos related and does not arise out of:

- 1. a failure of the Consultant to comply with Clause B.4.8 of the Consultant Brief:
or*
- 2. any dishonest, fraudulent, malicious, criminal or deliberate conduct of the Consultant or the Consultant’s employees, agents or subconsultants,*

the Consultant’s liability shall be limited to the cover, if any, contained in any policy of insurance that the Consultant is required to effect and maintain under Clause 18.”

B.5.9. SERVICES AND DUTIES

Amend Clause 15.7 of the General Conditions by deleting the last paragraph and substituting:

“If the Consultant does not notify the Principal under Clause 15.7 within fourteen (14) days of receiving the work from the Principal, the work shall be deemed to be accepted by the Consultant.”

B.5.10. SETTLEMENT OF DISPUTES

Amend Clause 16.2 of the General Conditions by deleting the first paragraph and substituting:

“If a dispute or difference between the Consultant and Principal arises out of or in connection with the Contract either party shall within seven (7) days of the dispute or difference arising deliver or serve by certified mail to the other party a notice in writing identifying and providing all details of the dispute or difference.

B.5.11. FEE AND PAYMENT

(i). Amend Clause 17.1 of the General Conditions by deleting item (g) and substituting:

- (g) *Details of any matters which have arisen to the date of the claim which may affect the total fees payable under this Clause and, where practicable, an estimate of the amount thereof.*
- (h) *Details of progress claims made by subconsultants to the Consultant through the Claim Period.*
- (i) *Substantiation that any fees and disbursements that were included in the progress payment for the immediately preceding Claim Period for subconsultants have actually been paid to the subconsultants by the Consultant.*
- (j) *Similar details of subconsultants 'progress claims as are required herein in respect of the Consultant's Progress Claim.'*

(ii) Further amend Clause 17.1 of the General Conditions by adding as a further paragraph:

"The Principal shall make payments to the Consultant only. The Consultant is responsible for making any payment that is due to subconsultants."

B.5.12. NOTICE OF CLAIMS

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

B.5.13. CONTROL OF CONSULTANT'S EMPLOYEES AND SUB-CONSULTANTS

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

The Consultant shall not change any member of its project team or any of its subconsultants or allow its subconsultants to change any members of their project teams that formed part of the Consultant's tender or has been subsequently approved by the Principal without prior written approval of the Principal, such approval shall not unreasonably be withheld.

B.5.14. INSPECTIONS AND PROVISIONS OF INSURANCE POLICIES

Before commencing work under the Contract, the Consultant shall provide evidence, to the satisfaction and approval in writing of the Principal, of the insurances having been taken out for the purposes of clause 18 of the General Conditions

B.5.15. APPROVALS

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

B.5.16. LIMITED FUNCTION OF APPOINTED SUPERINTENDENT'S REPRESENTATIVE

Not Applicable

B.5.17. CONSULTANT PERFORMANCE REPORTING

The Principal's Representative will, at a various stages during this Contract, prepare a report for the sole use of the Principal in respect to aspects of the Consultant's performance. The frequency of the reports as selected by the Principals Representative. A sample report will be made available to the Consultant upon appointment.

The Consultant is to be aware that the Principal will use the outcome of these performance reports when considering future tendering and contracting opportunities of the Consultant.

B.5.18. APPLICATION OF THE BUY LOCAL POLICY

B.5.18.1 ENFORCEMENT OF GOVERNMENT PROCUREMENT POLICIES

It is a fundamental term of this Contract that the Consultant shall comply with the specific provisions of government procurement policies as set out in the Request for Tender and contract documents.

When in response to those provisions;

- a) the Consultant has:
 - i) claimed a tender preference that required the Principal to accept the Consultant's tender rather than another conforming tender; or,
 - ii) given undertakings in its tender that have induced the Principal to accept the Consultant's tender rather than another conforming tender; and
- b) the amount of that other conforming tender is/was lower than the amount of the Consultant's offer; and
- c) the Consultant fails to comply with the whole or a discrete portion of those provisions or undertakings,

THEN the Principal may, in addition to any other remedy available to it under the Contract; do any one or more of the following:

- 1. recover from the Consultant the whole or any part of the difference between the Consultant's offer and the amount of the lowest conforming tender;
- 2. require the Consultant to use goods, materials or services that comply with the specific provisions of the policy or the Consultant's undertakings referred to above; and
- 3. terminate the Contract.

The Consultant shall, if requested by the Principal certify in writing to the Principal that it has complied with specific the policy provisions and its undertakings set out or given in its tender and provide adequate evidence of its compliance. The existence and extent of the Consultant's failure to comply with any such provisions or undertaking shall be determined by the Principal in its absolute discretion and, in the absence of manifest evidence to the contrary, the determination of the Principal in this regard shall be final and binding on the parties to this Contract.

On determination by the Principal that the Consultant has failed to comply with such provisions or undertakings, the difference between the amount of the Consultant's offer and the amount of the lowest conforming tender shall be a debt due to the Principal, which the Principal shall be entitled to deduct from the Contract Sum or any Security held by the Principal, or to recover from the Consultant in any court of competent jurisdiction.

B.5.19. ACKNOWLEDGEMENT ABOUT ARRANGEMENT WITH THE D & C CONTRACTOR

- (a) Subject to complying with all legislative requirements, the Principal will require the Consultant to novate all or part of the rights and obligations under the Contract from the Principal to the D & C Contractor.
- (b) Any novation required by the under this Clause will involve the execution of a deed of novation in a form approved by the Principal in the form as annexed as appendix of these tender documents. The deed of novation shall:
 - (1) require the D & C Contractor to accept full responsibility for the Principal's obligations under the Contract which are novated to the Managing Contractor under this Clause; and
 - (2) make any amendments to the Contract agreed between the Consultant and the D & C Contractor required to give effect to this arrangement.

For the avoidance of doubt, the Consultant acknowledges and agrees that any amendments to the Contract agreed between the Consultant and the managing Contractor in accordance with this Clause must not include any amendments to:

- (i) the Fee; and
 - (ii) the expenses and disbursements to be reimbursed to the Consultant for the Services.
- (c) If requested by the Principal, the Consultant agrees to sign all reasonable documentation and obtain any authorisations reasonably required to give effect to this arrangement.
- (d) The Consultant must ensure that each subconsultant or subcontract agreement (as the case may be) it enters into with a subconsultant or subcontractor (as the case may be) which is in any way related to or connected with the Project contains provisions requiring the subconsultant or subcontractor, to the extent applicable, to sign all documentation and obtain any authorisations required to give effect to this arrangement.

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B.6. SCHEDULE OF DELIVERABLES

Project Title: Karratha Senior High School - Stage 2 Project No: 10726.....

Consultant's Name: Schedule Update No: Attached To Progress Fee Claim No:

- Notes:
1. Refer to Request for Proposal clause – Schedule of Deliverables
 2. The Consultant is responsible for maintaining and completing Columns 1 to 7 of this Schedule.
 3. Column 8 is for use by the Principal's Representative only.

1 Phase	2 Consultant Deliverables	3 Qty	4 To Be Submitted To:	5 Comments	6 Date Submitted	7 Status Complete (%)	8 Principal's Rep. Confirmation
Schematic Design	Schematic Plans.	2 sets	Principal's Rep.				
	Schematic Design Report, as detailed within Part B of the Request for Proposal.	2 sets	Principal's Rep.				
	Monthly Progress Report (Consultant Reporting Datasheet)	As req.	Principal's Rep.				
	Completed Green Building Council Rating Tool Matrix	1 set	Principal's Rep	Please consult Assistant Director, Building Sustainability			
	Fire Protection Audit Report (DET projects only)	2 sets	Principal's Rep				
	Copy of DET Security Co-ordinator's written approval of design/scope of works statement for security system.	1 set	Principal's Rep.				
	Copy of Principal's Rep's written approval to proceed to the next phase	1 set	Principal's Rep				
	Energy Report showing modelled outcomes with text explaining anticipated energy use	1 set	Principal's Rep	Life Cycle Costing of at least three alternative energy saving air conditioning designs had been modelled			
Confirmation that schematic plans have been signed off by the Principal's Rep	1 set	Principal's Rep					

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Playing Field Schematic Design	As for Schematic Design					
Playing Field Contract Documentation	As for Contract Documentation					
Playing Field Design Advice & Reporting up to and including Practical Completion	As for D&C Contactor					
Playing Field Design Advice & Reporting from Practical Completion to Final Completion	As for D & C Contractor					
Tender	Contractors Pre-qualification and Priority Start - Building Calculation	1 set	Principal's Rep.			
	Hard Copy of Tender Documents-Specifications & Drawings	As nom.				
		2 sets	East Perth Tenders Office			
		1 set	Principal's Rep			
	Electronic Copy of Tender Documents – Specifications and Drawings	1 set	East Perth Tenders Office	In correct format on 3.25 “ floppy disk, CDROM or Email		
	Drawing List (all disciplines)	1 set	The Department of Treasury and Finance CADD Co-ordinator			
	Colour Scheme	3 sets	Principal's Rep			
	Confirmation that Security Management Plan requirements are included in the construction	1 set	Principal's Rep.			

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	contract (DET projects only)						
	Drawings, specifications, measurements or other details relating to the installation of data cabling in WA schools (if applicable)	1 set	Principal's Rep	Principal's Rep is to forward to the Contractor nominated in these specifications.			
	Computer CADD documentation discs including a copy of the Specification.	1 set	The Department of Treasury and Finance CADD Co-ordinator	Refer to the Department of Treasury and Finance CADD Documentation Procedures Manual or detailed requirements and submit copy of transmittal to Principal's Rep.			
	Draft copy of landscape drawings & specification (DET projects only)	2 set	Principal's Rep	Submit to Principal's Rep for approval.			
	A3 copies of Tender Drawings.	1 set	Principal's Rep.				
	Tender Estimate Report, as detailed within part B of the request for proposal.	2 Sets	Principal's Rep.				
	Tender Enquiries Log	1 set	Principal's Rep.				
	Tender Recommendation & Reconciliation	1 set	Principal's Rep.				
	Energy Impact Estimate & Self Certification Checklist (DET projects only)	3 sets	Principal's Rep				
General	Project Consultation Group Meeting Minutes (by BMW) provide notes of meeting.	As req.	Principal's Rep.				
Design Development (by D&C contractor)	Design Development Report, as detailed within Part B of the Request for Proposal	2 sets	Principal's Rep.				
	Monthly Progress Report (Consultant Reporting Datasheet)	As req.	Principal's Rep.				
	Completed Green Building Council Rating Tool Matrix	1 set	Principal's Rep	Please consult Assistant Director, Building Sustainability			

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	Plans to Local Authority	1 set	Local Authority	Copy of letter to Principal's Rep.			
	Consultant Sustainability Provisions Reporting Checklist	1 set	Principals Rep				
	Copy of Principal's Rep's written approval to proceed to the next phase	1 set	Principal's Rep				
	Confirmation that design development plans have been signed off by the Principal's Rep	1 set	Principal's Rep				
	Perspectives Two (A1 size)	2 sets	Principal's Rep				
Contract Documentation (by D & C Contractor)	Monthly Progress Report (Consultant Reporting Datasheet)	As req.	Principal's Rep.				
	Completed Green Building Council Rating Tool Matrix	1 set	Principal's Rep	Please consult Assistant Director, Building Sustainability			
	Written confirmation that an independent structural design check has been carried out	1 set	Principal's Rep				
	Approval of record relating to the testing of all services by the Contractor.	1 set	Principal's Rep	Before a Certificate of Practical Completion is issued.			
	Written confirmation that plans meet the government's bicycle strategy requirements outlined in Bikewest's "End of Trip Facilities in Government Buildings".	2 sets	Principal's Rep.	The document "End of Trip Facilities in Government Buildings" is available form Bikewest.			
Contract Administration (by D & C Contractor)	Site Meeting Minutes	As req.	Principal's Rep.				
	The digital image to be used on the site signboard in Encapsulated Post Script (EPS) or high resolution Joint Photographic Experts Group (JPG)	As req.	Principal's Rep.				

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	format.						
	Occupational Safety and Health Report	2 sets	Principal's Rep and Contractor	Prior to the Contractor commencing work on site			
	Updated Occupational Safety and Health Report	As req.	Principal's Rep and Contractor	Required only if the OSH Report is updated during the construction phase.			
	Contract Administration Report as detailed within Part B of this Request	As req.	Principal's Rep.				
	AS 4300 requirements, including: Construction Program/s Progress Payment Certificates with Schedule of Variations Variations Authorisations relating to retention/security. Practical Completion Certificate/s Final Completion Certificate	As req.	Principal's Rep.				
Practical Completion (by D & C Contractor)	Security Management Plan Proforma	1 set	Principal's Rep.				
	Handover Meeting (with Principal's Rep) Minutes	As req.	Principal's Rep.				
	Handover Meeting (with FM Contractor/Regional Manager) Minutes	As req.	Principal's Rep.				
	Computer CADD "As Constructed" disks	1 set	The Department of Treasury and Finance CADD Co-ordinator	Refer to the Department of Treasury and Finance CADD Documentation Procedures Manual or detailed requirements and submit copy of transmittal to Principal's Rep.			

READ AND KEEP THIS PART

	Handover/Operational Manuals	As nom.	Occupiers/Principal's Rep.	DET projects require 3 handover Manuals (1 to Principal's Rep, 2 to School Principal) Provide Operational Manuals to School.			
Practical Completion up to and including Final Completion (by D&C Contractor)	Post Occupancy Training Session as detailed within Part B	As nom.	Occupiers/Principal's Rep.	Within three months of issue of a Certificate of Practical Completion. Possible performance upgrades to be provided in writing			
	Consultant to provide a quarterly report from each Sub-Consultant's data recording	As nom.	Occupiers/Principal's Rep.	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	As nom.	Occupiers/Design Team/Principal's Rep	Any discrepancies detailed and remediation measures recommended			
	Final Report showing actual energy use on a monthly basis	As nom.	Occupiers/Principal's Rep				
	Final Completion Report, as detailed within Part B of the Request for Proposal.	1 set	Principal's Rep.				
	Telephone layout plans to Principal's Rep (DET projects only)	2 sets	Principal's Rep				
	Computer Layout plans to Principal's Rep (DET projects only)	2 sets	Principal's Rep				

I certify that the deliverables indicated have been provided and the status's complete are correct

Consultant's Representative:

.....
(Name)

.....
(Signature)

.....
(Date)

B.7. CONSULTANT REPORTING DATA SHEET

Project: Karratha Senior High School – Stage 2

The Department of Treasury and Finance Contract Manager: Updated On: Consultant:

Project Number: 10726 By: Signature:

10	PROCUREMENT	ORIGINAL BUDGET	VARIATIONS	REVISED BUDGET	TOTAL PROJ VALUE OF WORK COMP.	PROJECTED VALUE OF WORK COMPLETE AT END OF EACH MONTH - NON CUMULATIVE																		
						2000						2001												
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May		
52609	Construction Conting.																							
52625	Consult.Fee & Disburs.																							
52629	Loose Furniture, Carpet & Loose Equipment																							
52645	Main Contract																							
52699	PABX /Phones																							
TOTALS																								
CUMULATIVE TOTALS																								
Projected value of work complete at end of financial year =																								

SAMPLE ONLY

Programme

STAGE		PROGRAMMED	EXPECTED	ACTUAL	COMMENTS
Project Definition/Brief	Scope Received				
Schematic Design	Principal's Rep Approval				
Design Development	Principal's Rep Approval				
Contract Documents	Principal's Rep Approval				
Contract	Tender Date				
	Tender Accepted				
	Practical Completion				
Occupation	Occupation				
	Defects Expiry				
	Final Completion				

B.8. CONSULTANT SUSTAINABILITY PROVISIONS REPORTING CHECKLIST

Project: Karratha Senior High School – Stage 2

The Department of Treasury and Finance Contract Manager: Updated On: Consultant:

Project Number: By: Signature:

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

READ AND KEEP THIS PART

Waste Minimisation	Design buildings to maximise the opportunities to recycle materials in future					
	Consider opportunities to recycle materials such as green waste and landfill on site within the works.					
	Design buildings to maximise longevity through the creation of flexible and readily adaptable designs.					
Building Materials	Design for resource conservation (using the minimum amount of material required for the function)					
	Maximise the use of recycled material					
	Use of materials, as much as possible, that can be sourced from suppliers close to the site					
	Minimise life cycle costs through using materials and equipment requiring minimal maintenance and with maximised expected useful life					
	Minimise or avoid the use of materials made from toxic or hazardous substances or which may result in off-gassing of emissions					
	Minimise the use of building materials with high embodied energy					
	Minimise building materials that have damaging ecological effects during harvesting, manufacturing and/or construction					
	Minimise building materials produced from limited or non-renewable natural resources					
Building Durability	Design elements contributing to durability					
	Attach schedule of maintenance including frequency and, anticipated costs, derived through research					
	Minimisation of wilful and accidental damage opportunities					

READ AND KEEP THIS PART

Government requirement for bicycle end of trip facilities in government buildings	Incorporated bicycle end of trip facilities					
Universal Access	Compliance with <i>Disability Discrimination Act</i> 1992 (Cth)					
	Compliance with Part D3 of the BCA – Access for People with Disabilities					
Furniture Services	Choose materials with low volatile organic compound (VOC) emissions in: Floor coverings Furniture components Blinds					
	Give preference to bio plastics over synthetic plastics					
	Natural fabrics with high flame resistance and low toxicity qualities e.g. wool, silk					
	Materials which can be cleaned with organic products					
	Indoor plants that filter toxins from internal environments					
	Handover manual which specifies organic cleaning products and desired frequency of maintenance					

B.9. 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.				

SAMPLE ONLY

2. Preventative Maintenance Schedule.

Item of Equipment	Recommended Preventative Maintenance							
	Weekly Action	Cost (\$)	Monthly Action	Cost (\$)	Quarterly Action	Cost (\$)	Annual Action	Cost (\$)
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								

Name of Contractor:
(IN BLOCK LETTERS)

Signature of Authorised Officer:
(SIGNATURE) (NAME IN BLOCK LETTERS)

B.10. CONSENT FOR ATTRIBUTION BY EMPLOYEE

In relation to any work that I perform for:

(insert practice name)

in the course of my employment on:

(insert name of project)

I agree that:

- the practice (insert name of practice) may be described as the architect of any building or project that results from my work
- I agree not to be attributed personally as the architect of work undertaken on this project.
- The practice may provide a copy of this consent to the client.

I give this consent genuinely.

SAMPLE ONLY

Signature of employee:

Full name:

Date:

Signature of witness:

Full name of witness:

Date:

B.11. CONSENT FOR ATTRIBUTION BY THE ARCHITECT

In relation to the architectural works undertaken as part of this project, I hereby confirm that written consent (in the form outlined below) has been obtained from each architect involved, for the attribution of the project to be recorded as follows:

- in the name of the practice (insert)

or

- the following descriptive title (insert)

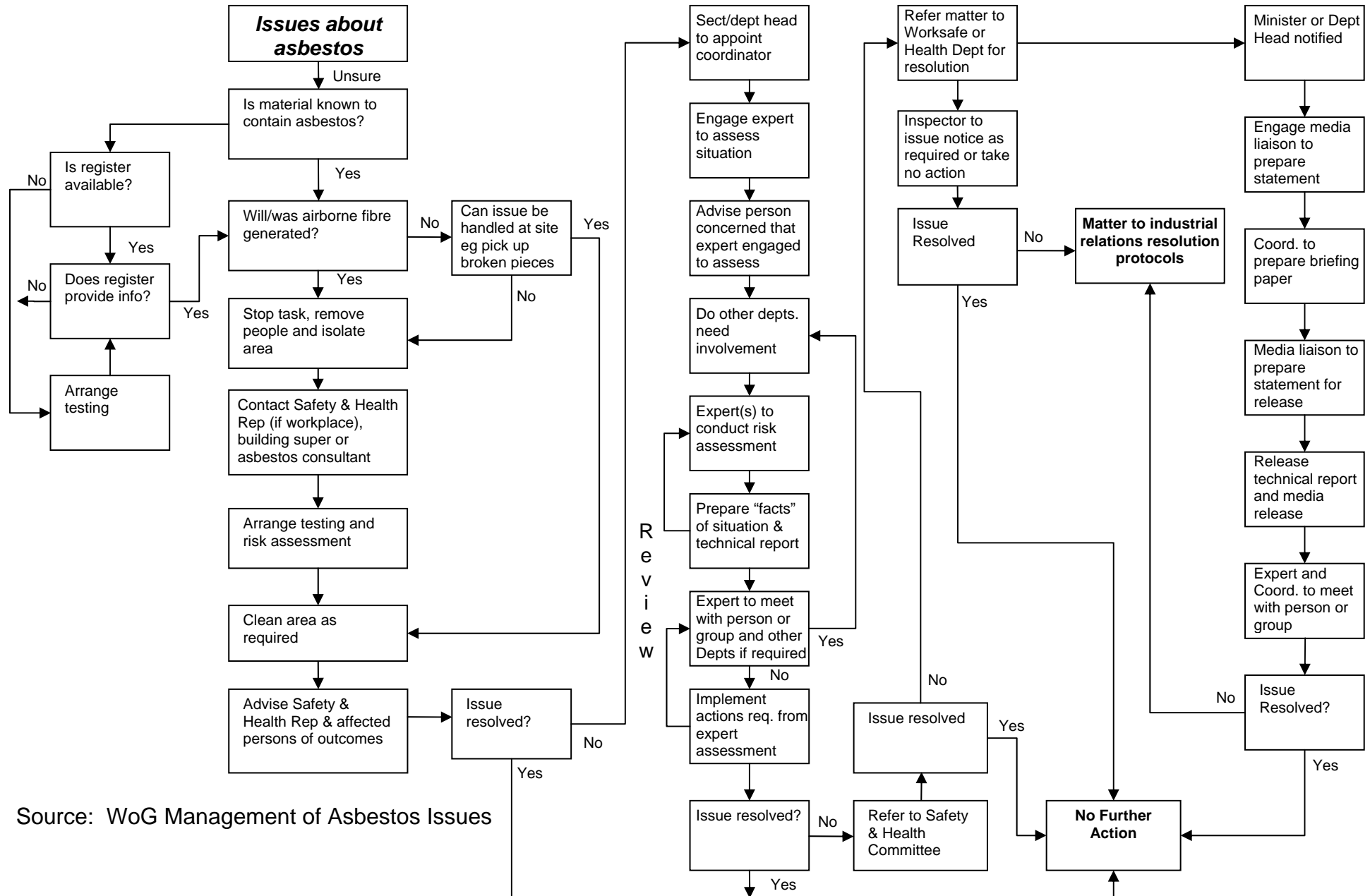
All employees have been made fully aware of the nature of an author's moral rights under the *Copyright Act*, prior to seeking their consent.

No person has applied duress, or made any false or misleading statement, in order to persuade an employee to give their consent.

Signature:
Full name:
Position with Tenderer:
Date:

SAMPLE ONLY

B.12. ASBESTOS INCIDENT FLOWCHART



Source: WoG Management of Asbestos Issues

C. PART C- TENDERER'S OFFER

Part C

C.1. OFFER FORM

C.1.1. THE TENDERER:

Full Corporate Name:
(Identity of the legal entity that will enter into the Contract with the Principal)

Australian Company Number (ACN):
(If an Incorporated Company)

Australian Business Number (ABN):

Registered Trading Name:
(Only complete if relevant. If the same as Full Corporate Name enter "As Above")

C.1.2. THE OFFER

Karratha Senior High School – Stage 2, Architectural Services

In reply to the Request For Tender for the I/we offer to perform the work under the Contract and as described in Part B – SPECIFICATION for the price(s) stated in the attached Annexure in accordance with the Part A - REQUEST and subject to the terms and conditions contained in the General Conditions of Contract and Annexure, which documents I/We have examined.

I/We declare that I/we are not aware that I/we have any conflict of interest in regard to this Tender or the work under the Contract.

This is a:

(Note to Tenderer - Please nominate, by ticking one of the boxes below, whether this is a conforming or alternate offer.)

CONFORMING OFFER

ALTERNATIVE OFFER

(Note: An Alternative Offer can only be considered when it accompanies a Conforming Offer.)

This completed Offer Form and the attachments nominated under clause C.2, together will comprise the Tenderer's Offer.

C.1.3. TENDERER'S CLAIM FOR REGIONAL BUSINESS PREFERENCE

Is your business claiming the *Regional Business Preference*?

Yes No
(PLEASE TICK APPROPRIATE BOX)

For the purpose of the application of Regional Business Preference the permanent operational office from which the Contract shall be managed and from which the Tender is deemed submitted is located in:

.....
(THE TENDERER IS TO ENTER NAME OF TOWN WITHIN THE PRESCRIBED DISTANCE IN WHICH IT HAS THE PERMANENT OPERATIONAL OFFICE)

C.1.4. TENDERER'S CLAIM FOR REGIONAL CONTENT PREFERENCE

Is your business claiming the *Regional Content Preference*? Yes No
(PLEASE TICK APPROPRIATE BOX)

For the purpose of the application of Regional Content Preference the Tenderer must submit on or before the close of the Tender a completed Claim for Regional Content Preference form.

C.1.5. TENDERER'S IMPORTED CONTENT DECLARATION

Does your Tender include goods or services (i.e. materials or subcontractors) that have been imported from another country, excluding New Zealand? Yes No
(PLEASE TICK APPROPRIATE BOX)

If your Tender includes goods or services (i.e. materials or subcontractors) that have been imported from another country, excluding New Zealand please complete and submit on or before the close of the Tender the Imported Content Declaration form

C.1.6. TENDERER'S CLAIM FOR INDIGENOUS ENTERPRISE AND EMPLOYMENT TENDERING PREFERENCE

Claim for Indigenous Enterprise & Employment Preference – Part A

Are you claiming a preference amount as an Indigenous Person, Indigenous Enterprise or Joint Venture with Indigenous Participation? Yes No
(PLEASE TICK APPROPRIATE BOX)

Claim for Indigenous Enterprise & Employment Preference – Part B

Are you claiming a preference amount for that portion of your Offer attributable to Indigenous Persons or Indigenous Enterprises that will be subconsultants or suppliers engaged on the work under the Contract? Yes No
(PLEASE TICK APPROPRIATE BOX)

If yes, the Tenderer must complete and submit on or before the close of the Tender the form CLAIM FOR INDIGENOUS PERSONS OR ENTERPRISES ENGAGED AS SUPPLIERS OR SUBCONSULTANTS.

Claim for Indigenous Enterprise & Employment Preference – Part C

Are you claiming a preference amount for that portion of your Offer attributable to the direct employment costs of Indigenous Persons who will be engaged on the work under this contract by either you, the Tenderer, or by subconsultants or suppliers? Yes No
(PLEASE TICK APPROPRIATE BOX)

If yes, the Tenderer must complete and submit on or before the close of the Tender the form CLAIM FOR DIRECT EMPLOYMENT COSTS OF INDIGENOUS PERSONS.

C.1.7. TENDERER'S CERTIFICATION OF THE OFFER

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

Signature: Witness Signature:

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

Position With Tenderer: Relationship To Tenderer:

Date: Date:

C.2. CONFIRMATION OF ATTACHMENTS THAT ACCOMPANY THE OFFER FORM

Please confirm the contents of your Offer by ticking the appropriate boxes below and entering the page numbers in your Offer where these can be found.

C.2.1. CORPORATE IDENTIFICATION OF TENDERER

Enclosed and all requested details and/or attachments.

Yes Page Nos: No

C.2.2. RESPONSE TO SELECTION CRITERIA

Yes Page Nos.

1. Project and Team Experience
2. Consultation and Communication
3. Experience with Design and Construct Contract Arrangements
4. Design, Maintenance and Sustainability
5. Buy Local Policy.

No

C.2.3. COMPLETED ANNEXURE

Yes Page Nos: No

C.2.4. RECIPIENT CREATED TAX INVOICE AGREEMENT

Yes Page Nos: No

C.2.5. LUMP SUM FEE BREAKDOWN

Yes Page Nos: No

C.2.6. SCHEDULE OF DISBURSEMENT RATES

Yes Page Nos: No

C.2.7. IMPORTED CONTENT DECLARATION

Yes Page Nos: No

C.2.8. CLAIM FOR REGIONAL CONTENT PREFERENCE

Yes Page Nos: No

C.2.9. CLAIM FOR INDIGENOUS PERSONS OR ENTERPRISES ENGAGED AS SUPPLIERS OR SUBCONSULTANTS

Yes Page Nos: No

C.2.10. CLAIM FOR DIRECT EMPLOYMENT COSTS OF INDIGENOUS PERSONS

Yes Page Nos: No

Signature:

Full Name:
(Please print)

Position With Tenderer:

Date:

C.3. CORPORATE IDENTIFICATION OF TENDERER

In considering this Offer the Principal needs to know the corporate details of the entity submitting the Offer.

Please complete the following details. However, should the Tenderer have already provided these details, as part of any pre-qualification process then there is no need to resubmit them. Should this be the case please tick the box provided.

I confirm that the Corporate Details previously provided remain current.

(Note: Even though the Tenderer may have previously provided these details it can take this opportunity to update or confirm its Corporate Details by completing the following details.)

C.3.1. CORPORATE STATUS:

(Please nominate, by ticking one of the boxes below, your corporate status.)

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

C.3.2. PRINCIPAL CONTACT DETAILS

C.3.2.1 PRINCIPAL PLACE OF BUSINESS

Business Address:

.....

Postal Address:

.....

Telephone No.: Facsimile No.:

E-mail Address: Web Page Address:

Name of Principal Contact Person:

Signature:

Full Name:

(Please print)

Position With Tenderer:

Date:

C.4. ANNEXURE

Copy of the Annexure to the Interim Australian Standard General Conditions for Engagement of Consultants

The Annexure to the General conditions for engagement of consultants has been reproduced with permission of Standards Australia, 1 The Crescent, Homebush NSW 2140

The Principal: (Clause 1)	The Minister for Works
The address of the Principal: (Clause 4.1(a))	C/- Department of Treasury and Finance 5th Floor, 169 Hay Street EAST PERTH WA 6004
The Consultant: (Clause 1)	(Refer Consultant Guide-note 1)
The Address of the Consultant (Clause 4.1(b))	(Refer Consultant Guide-note 2)
The Project (Clause 1)	Karratha Senior High School – Stage 2
The engagement is as a Primary / Specialist Consultant (Clause 2)	Primary / Specialist
The Contract shall be governed by and construed with reference to the laws for the time being in force in: (Clause 2(c))	Western Australia
Schedule of Documents (Clause 4 (d)) (Refer to clause B.3.3. "The Engagement" in Special Conditions of Engagement)	
Title to Intellectual Property, patents and documents under the Contract shall vest upon their creation in: (Clause 9.1)	The Principal
The Limits of Liability shall be: (Clause 10 (c))	As limited by a Scheme established under the <i>Professional Standards Act 1997</i> and to which the Consultant is a member or where such a Scheme does not exist or where the Consultant is not a member of such a Scheme then "Not Limited"
The Principal's Representative (Clause 14.1)	Sam Petricevic
The address of the Principal's Representative:	Department of Treasury and Finance 5th Floor, 169 Hay Street EAST PERTH WA 6004

COMPLETE AND RETURN THIS PART WITH YOUR TENDER

Facsimile No:	08 9440 2223				
The Consultant's Representative: (Clause 14.2)	(Refer Consultant Guide-note 3)				
The address of the Consultant's Representative:	(Refer Consultant Guide-note 4)				
Facsimile No:	(Refer Consultant Guide-note 5)				
Time for submission of program for the Services: (Clause 15.1)	Within seven days of Acceptance of Contract.				
The completion date(s) for the components of the Service/the Services: (Clause 15.1)	Refer Technical Design Brief Appendix E- Program				
The Project Cost Limitations: (Clause 15.5)	\$ 46,000,000 (GST exclusive) Refer Appendix F, for Indicative Cost Breakdown In calculating the feeable value the Consultant should exclude: LA Location Allowance and all items listed below Net Project Cost subtotal with the exception of : FE Loose Furniture and Equipment FE IT and PABX				
Quality system shall be in accordance with the following Standard: (Clause 15.6)	Not Applicable				
The nominated person for resolution of disputes: (Clause 16.2)	By mutual agreement between the Principal and the Consultant.				
An arbitrator shall be nominated by: (Clause 16.2)	By mutual agreement between the Principal and the Consultant.				
Day of month for submission of Progress Claim by Consultant.	Not Applicable.				
The stages for the delivery of the Service and the fee / percentage of the fee applicable to each stage. (Clause 17.2)	(Refer Consultant Guide-note 6) <table border="0"> <tr> <td><u>Stage</u></td> <td><u>Fee/Percentage of Fee</u></td> </tr> <tr> <td>Refer C8.</td> <td></td> </tr> </table>	<u>Stage</u>	<u>Fee/Percentage of Fee</u>	Refer C8.	
<u>Stage</u>	<u>Fee/Percentage of Fee</u>				
Refer C8.					
The lump sum fee (Clause 17.3)	(Refer Consultant Guide-note 7)				
Time Charge Fees where applicable shall be: (Clause 17.4)	(Refer Consultant Guide-note 8) <table border="0"> <tr> <td><u>Level of Task</u></td> <td><u>Rate per Hour</u></td> </tr> <tr> <td></td> <td>In accordance with 2005 Architectural Period Panel Rates or subsequent replacement panel.</td> </tr> </table>	<u>Level of Task</u>	<u>Rate per Hour</u>		In accordance with 2005 Architectural Period Panel Rates or subsequent replacement panel.
<u>Level of Task</u>	<u>Rate per Hour</u>				
	In accordance with 2005 Architectural Period Panel Rates or subsequent replacement panel.				

COMPLETE AND RETURN THIS PART WITH YOUR TENDER

The quantity of reproduced documents: (Clause 17.5 (e))	Twenty (20)
The cost of computer time (Clause 17.5)	Nil
Period of payment of Progress Claims: (Clause 17.6)	Within twenty eight (28) days of the rendering of the progress claim.
Interest on overdue payments: (Clause 17.6)	Supreme Court Rates
The Final Completion Date: (Clause 17.7)	Refer Program
Professional indemnity insurance cover shall be not less than: (Clause 18.1)	\$5 Million
On site public liability insurance shall be not less than: (Clause 18.2)	\$20 Million

C.5. CONSULTANT'S GUIDE-NOTES

Complete the blank sections of the Annexure to the Interim Australian Standard General Conditions for Engagement of Consultants.

- | | |
|--|---|
| 1. The Consultant | Enter the Name of your Firm |
| 2. The Address of the Consultant | Enter the address for the issuing of notices and payments throughout the Contract. |
| 3. The Consultant's Representative | Enter the name of the person appointed by the Consultant to be the first point of contact with the Principal. |
| 4. The address of the Consultants Representative: | Enter the address of the Consultant's Representative for issue of correspondence. |
| 5. Facsimile No: | Enter the Facsimile No of the Consultants Representative. |
| 6. The stage for the delivery of the Service and the fee/ percentage of the fee applicable to each stage: | Enter the fee/ percentage of the fee payable with respect to each stage. The fee is to be GST exclusive. |
| 7. The lump sum fee | Enter the lump sum fee for the contract. Unless otherwise stated the lump sum fee shall include the fees and disbursements of the consultant, all necessary sub-consultants and the appropriate level of the Goods and Services Tax (GST). Refer to clause Goods and Services Tax in Part A of this document. |
| 8. Time charge fee where applicable shall be: | Enter the rate of remuneration payable by the Principal to the Consultant applicable to each level of task listed. |

C.6. RECIPIENT CREATED TAX INVOICE AGREEMENT

This Agreement is submitted in relation to Tender RFT/RFP No: _____ for the:

(ENTER RFT/RFP NUMBER)

(STATE CORRECT TITLE OF THE WORKS AS GIVEN IN THE TENDER DOCUMENTS)

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

(ENTER THE FULL NAME OF THE CONSULTANT)

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

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

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

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

5. DTF is currently registered for the GST and will notify the Consultant if it ceases to be registered.

6. DTF's ABN is **40 122 932 289**

Name of Consultant: _____

(IN BLOCK LETTERS)

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

Signature: _____

Full Name: _____

(IN BLOCK LETTERS)

Position With Consultant: _____

(IN BLOCK LETTERS)

Date: _____

C.7. LUMP SUM FEE BREAKDOWN

PROJECT: Karratha Senior High School – Stage 2

(NOTE: The Values shown against each Consultant within this Breakdown are to be GST **exclusive**. The GST is to be added to the Total Value of Work at the bottom of this Breakdown.)

CONSULTANT	NAME OF FIRM	FEEABLE VALUE (\$)	FEE VALUE (\$)	DISBURSEMENT VALUE (\$)
Architect				
Electrical Engineer				
Security Consultant				
Mechanical Engineer				
Structural Engineer				
Plumbing Consultant				
Interior Designer				
Landscape Architect				
Building Environment Consultant				
BCA/Fire Engineering Consultant				
Traffic Engineer				
Hydraulic Engineer (drainage through site).				

SUBTOTALS	(a) \$	(b) \$
TOTAL VALUE OF WORK (a + b)	(1) \$	
GOODS AND SERVICE TAX	(2) \$	
LUMP SUM FEE (1 + 2)	\$	

Signature:

Full Name:
(Please print)

Position With Tenderer:

Date:

C.8. LUMP SUM FEE BREAKDOWN

PROJECT: Karratha Senior High School – Stage 2.....

(NOTE: The Values shown against each Service Stage within this Breakdown are to be GST **exclusive**. The GST is to be added to the Total Value of Work at the bottom of this Breakdown.)

SERVICE STAGE	FEE (\$)	DISBURSEMENTS				
		SITE VISITS	TENDER DOCUMENTS (20 COPIES) & ELECTRONIC COPY	PROJECT HANDOVER MANUAL (6 COPIES)	OTHER REPORTING REQUIREMENTS	OTHER (please specify)
Schematic Design (including Site Investigation and Master planning)	\$	*3 Architects 2 others \$				
Playing Field Design and Contract Documentation	\$	Included in Schematic Design				
Playing Field Design Advice & Reporting up to and including Practical Completion	\$	* 2 Architects 2 others \$				
Playing Field Design Advice & Reporting from Practical Completion to Final Completion	\$	* 2 Architects 2 others \$				
Design Development (by D&C Contractor)	\$	*2 Architects 2 others \$				Perspective
Contract Documentation (by D&C Contractor)	\$	*3 Architects 2 others \$				
Advice & Reporting up to and including Practical Completion (by D&C Contractor)	\$	*14 Architects 6 others \$				
Advice & Reporting from Practical Completion up to and including Final Completion (by D&C Contractor)	\$	*4 Architects 3 others \$				Electronic As Constructed Drawings
SUBTOTALS	(a) \$	(b) \$	(c) \$	(d) \$	(e) \$	(f) \$
TOTAL VALUE OF WORK (sum of a to f)	(1) \$					
GOODS AND SERVICES TAX	(2) \$					
LUMP SUM FEE (1 + 2)	\$					

* Site Visits: Fee to be adjusted depending on final number of site visits required.

COMPLETE AND RETURN THIS PART WITH YOUR TENDER

TRAVEL TIME CHARGES

In accordance with clause B.2.8 (site visits), The Consultant shall allow in their Tender for costs associated with the nominated number of site visits as shown in the above schedule. The costs shall be for travel time only. Fee associated with the provision of architectural services while on site are to be included as part of the project fee.

TRAVEL DISBURSEMENTS

Travel Disbursements will be reimbursed at cost on presentation of invoices or proof of expenditure.

Signature:

Full Name:
(Please print)

Position With Tenderer:

Date:

C.9. SCHEDULE OF DISBURSEMENT RATES

NOTE: All values used and shown on this form shall not include any allowance for the Goods and Services Tax (GST).

1. Site visits in one day.

Consultant	Name of Consultant	Rate Per Site Visit
Perth Based		\$
Regionally Based		\$

2. Additional rate if an overnight stay is required.

Overnight stay in Karratha

Additional rate per overnight stay = \$...../night

3. Other Disbursements:

Nominate if applicable.

Signature:

Full Name:
(Please print)

Position With Tenderer:

Date:

COMPLETE AND RETURN THIS PART WITH YOUR TENDER

C.10. CLAIM FOR REGIONAL CONTENT PREFERENCE

For the purpose of the application of Regional Content Preference the Tenderer must submit on or before the close of the Tender this completed Claim for Regional Content Preference form.

Note: All values used and shown in this Claim for Regional Content Preference form shall include all allowances for the Goods and Services Tax (GST).

	(1) Goods (Materials)	(2) Contract Value (GST inclusive)	(3) %	(4) Source (Name/Town)	(5) Preference Value
SECTION A Goods (Materials)	a)	a) \$	5	a)	a) \$
	b)	b) \$	5	b)	b) \$
	c)	c) \$	5	c)	c) \$
	d)	d) \$	5	d)	d) \$
	SUB-TOTAL	\$			(A5) \$
	(1) Services	(2) Contract Value (GST inclusive)	(3) %	(4) Source (Name/Town)	(5) Preference Value
SECTION B Services (Includes subconsultants & in-house services)	a)	a) \$	5	a)	a) \$
	b)	b) \$	5	b)	b) \$
	c)	c) \$	5	c)	c) \$
	d)	d) \$	5	d)	d) \$
	SUB-TOTAL	\$			(B5) \$
Note: The maximum available preference for Sections A + B is \$50,000					
TOTAL VALUE OF CLAIM FOR REGIONAL CONTENT PREFERENCE (A5 + B5)					\$

Name of Tenderer:
(IN BLOCK LETTERS)

This Claim for Regional Content Preference form is signed by a person authorised to do so on behalf of the Tenderer.

Signature: Full Name:
(IN BLOCK LETTERS)

Position With Tenderer: Date:
(IN BLOCK LETTERS)

C.11. IMPORTED CONTENT QUESTIONNAIRE

The Western Australian Government's *Buy Local Policy* provides for government agencies, when comparing bids, to apply a 20% price impost to the portion of a bid that comprises good, service or items that have been sourced from overseas, excluding New Zealand.

The cost of the good, service or items that have been sources from overseas is referred to as imported content.

The "imported content" is calculated in dollar terms and is the estimated duty paid cost of the portion of the bid sourced from overseas.

The estimated duty paid cost must include the cost of any services related to importing the good, service or items (eg overseas freight and insurances, software in computer tenders, consultancy or engineering effort), or any charges of overseas origin together with customs clearing charges.

The imported content impost is not applied in the case of services purchased separately or in isolation.

All tenderers are required to complete the imported content questionnaire. Tenderers that believe there is no imported content in their bid must enter "Nil" or "Not Applicable" on the questionnaire.

Imported Content

Suppliers are required to declare the cost of any portion of their bid that comprises goods, services or items that have been sourced from another country, excluding New Zealand. Please list details of any goods, services or items included in your bid that have been sourced from another country, excluding New Zealand. (Attach additional list if required).

Goods/Services/Items Description	Country of Origin	Cost (\$) (GST inclusive)
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

Total Cost (GST inclusive) of Imported Content:

\$

Name of Tenderer:
(IN BLOCK LETTERS)

This Imported Content Questionnaire form is signed by a person authorised to do so on behalf of the Tenderer.

Signature: Full Name:
(IN BLOCK LETTERS)

Position With Tenderer: Date:
(IN BLOCK LETTERS)

C.12. CLAIM FOR INDIGENOUS PERSONS OR ENTERPRISES ENGAGED AS SUPPLIERS OR SUBCONSULTANTS

For the purpose of the application of Indigenous Enterprise & Employment Tendering Preference the Tenderer must submit on or before the close of the Tender this completed Claim for Indigenous Persons or Enterprises Engaged as Suppliers or Subconsultants.

This form can be copied if there is insufficient space on one (1) page to provide all the information.

Note: All costs used and shown in this Claim For Indigenous Persons or Enterprises Engaged as Suppliers or Subconsultants shall include all allowances for the Goods and Services Tax (GST).

	Name of Supplier	Materials / Goods Supplied	Cost (GST inclusive)
SECTION A	1)	1)	1) \$.....
	2)	2)	2) \$.....
	3)	3)	3) \$.....
	4)	4)	4) \$.....
	5)	5)	5) \$.....
	6)	6)	6) \$.....
	7)	7)	7) \$.....
	Suppliers		
SUB-TOTAL 1			\$
	Name of Subconsultant	Service	Cost (GST inclusive)
SECTION B	1)	1)	1) \$.....
	2)	2)	2) \$.....
	3)	3)	3) \$.....
	4)	4)	4) \$.....
	5)	5)	5) \$.....
	6)	6)	6) \$.....
	7)	7)	7) \$.....
	Subconsultants		
SUB-TOTAL 2			\$
TOTAL VALUE OF CLAIM FOR INDIGENOUS PERSONS OR ENTERPRISES ENGAGED AS SUPPLIERS OR SUBCONSULTANTS (SUB-TOTAL 1 + SUBTOTAL 2)			\$

Name of Tenderer:
(IN BLOCK LETTERS)

This Claim For Indigenous Persons or Enterprises Engaged as Suppliers or Subconsultants is signed by a person authorised to do so on behalf of the Tenderer in

respect to the submitted Tender for RFT No.:
(ENTER RFT NUMBER)

Signature: Full Name:
(IN BLOCK LETTERS)

Position With Tenderer: Date:
(IN BLOCK LETTERS)

C.13. CLAIM FOR DIRECT EMPLOYMENT COSTS OF INDIGENOUS PERSONS

For the purpose of the application of Indigenous Enterprise & Employment Tendering Preference the Tenderer must submit on or before the close of the Tender this completed Claim for Direct Employment Costs of Indigenous Persons. The only employment costs that shall be considered for the purpose of this claim are direct employment costs associated with the work under this contract.

This form can be copied if there is insufficient space on one (1) page to provide all the information.

Note: All costs used and shown in this Claim for Direct Employment Costs of Indigenous Persons shall include all allowances for the Goods and Services Tax (GST).

	Position with Tenderer	Name of Indigenous Person Employed	Employment Costs (GST inclusive)
SECTION A	1)	1)	1) \$.....
	2)	2)	2) \$.....
	3)	3)	3) \$.....
	4)	4)	4) \$.....
	5)	5)	5) \$.....
	6)	6)	6) \$.....
	7)	7)	7) \$.....
	SUB-TOTAL 1		
SECTION B	Name of Subconsultant or Supplier	Details of Indigenous Person Employed	Employment Costs (GST inclusive)
	1)	1)	1) \$.....
	2)	2)	2) \$.....
	3)	3)	3) \$.....
	4)	4)	4) \$.....
	5)	5)	5) \$.....
	6)	6)	6) \$.....
	7)	7)	7) \$.....
SUB-TOTAL 2			\$
TOTAL VALUE OF CLAIM FOR DIRECT EMPLOYMENT COSTS OF INDIGENOUS PERSONS (SUB-TOTAL 1 + SUBTOTAL 2)			\$

Name of Tenderer:
(IN BLOCK LETTERS)

This Claim For Direct Employment Costs of Indigenous Persons is signed by a person authorised to do so on behalf of the Tenderer in

respect to the submitted Tender for RFT No.:
(ENTER RFT NUMBER)

Signature: Full Name:
(IN BLOCK LETTERS)

Position With Tenderer: Date:
(IN BLOCK LETTERS)

D. PART D- APPENDED DOCUMENTS

D.1. DEED OF NOVATION

D.2. TECHNICAL DESIGN BRIEF

DATED

DEED OF NOVATION

B E T W E E N

MINISTER FOR WORKS

and

[Insert name of Consultant]

and

[Insert name of D&C Contractor]

THIS DEED is made the day of 2009

BETWEEN:

1. **Minister for Works** (“MFW”);
2. **[Insert name of Consultant]**; and
3. **[Insert name of D&C Contractor]**.

RECITALS

- A. MFW and (the Consultant) entered into the Consultancy Contract whereby (the Consultant) agreed to (insert description of the services to be provided under the Consultancy Contract).
- B. MFW now wishes to assign and novate its rights and obligations under the Consultancy Contract to (the D&C Contractor) and (the Consultant) wishes to record its consent to the assignment and novation.

AGREEMENT

The Parties agree with each other as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

“**Effective Date**” means [insert date];

“**Consultancy Contract**” means the agreement entered into between MFW and (the Consultant) titled “(insert Name of Contract)” dated (insert Date of Contract);

1.2 Construction and Interpretation

The provisions relating to construction and interpretation contained within the Consultancy Contract apply to this Deed as the context requires and, to the extent that the interpretation of this Deed requires, words and phrases used in this Deed which are defined in the Consultancy Contract shall have the meaning ascribed to them in the Consultancy Contract unless they are otherwise defined in this Deed.

1.3 Headings

Headings do not affect the interpretation of this Deed.

2. CONSENTS

The parties acknowledge and agree that the Consultant consents to MFW and (the D&C Contractor) entering into this Deed.

3. NOVATION OF CONSULTANCY CONTRACT

On and from the Effective Date the parties novate the Consultancy Contract and:

- (a) agree that:
 - (i) (the D&C Contractor) is substituted in place of MFW under the Consultancy Contract;
 - (ii) all references to MFW in the Consultancy Contract shall be read as a reference to (the D&C Contractor);
 - (iii) (the D&C Contractor) undertakes to perform the obligations and be bound by the liabilities of MFW under the Consultancy Contract and (the D&C Contractor) will enjoy all the rights and benefits conferred on the MFW under the Consultancy Contract; and
 - (iv) (the Consultant) has the same rights against and owes the same obligations to (the D&C Contractor) under the Consultancy Contract

as if (the D&C Contractor) were an original party to the Consultancy Contract in place of MFW.

- (b) MFW consents to being substituted by (the D&C Contractor) as a party to the Consultancy Contract and (the D&C Contractor) agrees to comply with all of the obligations of MFW and be bound by the liabilities of the MFW due and arising under the Consultancy Contract prior to the Effective Date.
- (c) MFW is released from any further performance under the Consultancy Contract from the Effective Date.

4. RELEASE AND INDEMNIFICATION OF MFW AND LIABILITY OF (THE D&C CONTRACTOR)

- (a) With effect from the Effective Date, (the Consultant) releases and discharges MFW from all obligations and liabilities, and all actions, claims and demands against MFW, under or in respect of the Consultancy Contract arising before or after the Effective Date.
- (b) (the D&C Contractor) is liable to (the Consultant) in respect of any claim, damage, loss, cost, charge, expense, outgoing or payment which (the Consultant) pays, suffers, incurs or is liable for in respect of the Consultancy Contract, which occurred, or which arises out of or is caused by any act or omission by MFW which occurred, on or before the Effective Date as if such claim, damage, loss, cost, charge, expense, outgoing or payment occurred or arose out of or was caused by an act or omission by (the D&C Contractor).
- (c) MFW indemnifies (the D&C Contractor) against each claim, action, proceeding, damage, loss, cost, expense or liability suffered or incurred, or made or brought against (the D&C Contractor) by (the Consultant) or any other person in connection with any matter, act or omission of MFW in respect of the Consultancy Contract prior to the Effective Date.
- (d) (the D&C Contractor) indemnifies MFW against each claim, action, proceeding, damage, loss, cost, expense or liability suffered or incurred, or made or brought against MFW by (the Consultant) or any other person in connection with any matter, act or omission of (the D&C Contractor) in respect of the Consultancy Contract after the Effective Date.

5. MISCELLANEOUS

5.1 Stamp Duty

(The D&C Contractor) shall pay any stamp duty payable on this Deed.

5.2 Legal costs

Each party shall bear its own legal and other costs relating directly or indirectly to the preparation of this Deed.

5.3 Amendment

This Deed may only be varied or replaced by a document in writing duly executed by the relevant parties affected by such variation.

5.4 Waiver and exercise of rights

- (a) A single or partial exercise or waiver of a right relating to this Deed does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

5.5 Rights cumulative

Subject to any express provision in this Deed to the contrary, the rights of party under this Deed are cumulative and are in addition to any other rights of that party.

5.6 Further assurance

Each party shall promptly execute all documents and do all things that any other party from time to time reasonably requires of it to effect, perfect or complete the provisions of this Deed and any transaction contemplated by it.

5.7 Governing law and jurisdiction

- (a) This Deed is governed by and is to be construed in accordance with the laws of the State of Western Australia;
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of Western Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought up in those courts for any reason.

5.8 Capacity

Each party warrants in favour of the others that it has an unrestricted power to enter into and execute this Deed and that it is not necessary to obtain the prior consent, licence or authority of any other person to execute this Deed or perform any of the obligations imposed upon it by this Deed.

5.9 Invalidity

If any term, clause or provision of this Deed shall be or be deemed or judged to be invalid for any reason, such invalidity shall not affect the validity or operation of any

other term, clause or provision of this Deed except to the extent necessary to give effect to such invalidity.

Executed by the Parties as a deed.

Executed by **MINISTER FOR WORKS** by its authorised delegate Ms Marcie Heeris, Assistant Director, Building Contracting Services:

.....
Signature of witness:

.....
Name of Witness

.....
Date:

.....
Marcie Heeris

.....
Date:

EXECUTED by **(Insert name of the Consultant)** pursuant to s.127(1) of the Corporations Act 2001 (Cth):

.....
Signature of Director

.....
Name of Director

.....
Date:

.....
Signature of Director

.....
Name of Director

.....
Date:

EXECUTED by **(Insert name of the D&C CONTRACTOR)** pursuant to s.127(1) of the Corporations Act 2001 (Cth):

.....
Signature of Director

.....
Name of Director

.....
Date:

.....
Signature of Director

.....
Name of Director

.....
Date: