



SERVICES AGREEMENT



Date

Parties

AUSTRALIAN CAPITAL TERRITORY

**ALTUS GROUP (A.C.T.) PTY LIMITED
ACN 071 046 967
T/A ALTUS PAGE KIRKLAND**

**CAPITAL REGION CANCER CENTRE –
QUANTITY SURVEYOR SERVICES**

CONTRACT NUMBER: 2010.12113.373

Prepared by

ACT Procurement Solutions
PO Box 818
DICKSON ACT 2602
Ph: (02) 6205 4745
Fax: (02) 6207 6500
Ref: AO

13113

Version

Final 2 September 2010

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by ACT Health.

Altus Group (A.C.T.) Pty Limited ACN: 071 046 967
T/a Altus Page Kirkland of Sydney in the State of New South Wales, 2000 (**Consultant**).

BACKGROUND

- A. The Territory has undertaken a procurement process under tender number 13113.359 and has selected the Consultant to provide the Services.
- B. The Territory has agreed to purchase and the Consultant has agreed to provide the Services in accordance with the provisions of this Agreement.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

The following definitions apply in this Agreement, unless the context otherwise requires.

Confidential Text means any text of this Agreement that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in **Item 7 Schedule 1**.

Consultant Material means all material owned by the Consultant and used for the purpose of providing the Services, including documents information and data stored by any means.

Contract Material means all material created, written or otherwise brought into existence as part of, or for the purpose of performing the Services including all reports (whether in draft or final form), documents, information and data stored by any means.

Contract Officers means, in relation to each party, the representatives whose names and contact details are specified in **Item 1 Schedule 1**, or as notified from time to time by one party to the other.

Contract Price means the amounts specified in, or calculated in

accordance with, **Item 3 Schedule 1**.

GST has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Insurance Determination means any relevant statutory instrument relating to public liability insurance made under the *Financial Management Act 1996* (ACT).

Invoice means an invoice that:

- (1) if GST is payable in respect of the provision of the Services, is a valid tax invoice for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (2) clearly sets out details of the Services provided and of the amount that is due for payment, is correctly calculated and is in respect of Services that have been performed in accordance with this Agreement;
- (3) is accompanied by any other details or reports required under this Agreement; and
- (4) is rendered at the times specified in **Item 3 Schedule 1** (if any) and addressed to the Territory's Contract Officer.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Prescribed Insurer means, in relation to:

- (1) public liability insurance, an insurer that is:
 - (a) accepted by the Australian Capital Territory Insurance Authority (ACTIA) for the purposes of the Insurance Determination,
 - (b) authorised by the Australian Prudential Regulation Authority (APRA) to conduct new and renewal insurance business in Australia, or

(c) if not authorised by APRA to conduct new or renewal insurance business in Australia, rated at A- or better by a ratings agency acceptable to ACTIA,

or any other insurer prescribed under the Insurance Determination from time to time; and

(2) other insurance, an insurer having a Standard and Poor's or Best's Rating A- or better.

Procurement Act means the *Government Procurement Act 2001* (ACT).

Services means the services described in **Schedule 2**.

Special Condition means any provision set out in **Schedule 3**.

Specified Personnel means any person named in **Item 4 Schedule 1**, or any other employee or agent of the Consultant, who is approved by the Territory from time to time for the purpose of **clause 6**.

Term means the term specified in **Item 2 Schedule 1**, and if extended, the initial term and the extended term.

Territory means:

(1) when used in a geographical sense, the Australian Capital Territory; and

(2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

Territory Information means the kind of information that:

(1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;

(2) is notified (whether in writing or not) by the Territory to the Consultant as being confidential;

(3) is specified in **Item 6 Schedule 1**; or

(4) is Personal Information,

but does not include information that:

- (5) is or becomes public knowledge other than by breach of this Agreement;
- (6) has been independently developed or acquired by the Consultant; or
- (7) has been notified by the Territory to the Consultant as not being confidential.

Territory Material means any material provided by the Territory to the Consultant for the purposes of this Agreement including documents, equipment, information and data stored by any means.

1.2 General

In this Agreement, unless a contrary intention is expressed:

- (1) references to "Consultant" include any employees, agents or subcontractors of the Consultant; and
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

2. Services

The Consultant must perform the Services in accordance with the provisions of this Agreement and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Consultant is engaged.

3. Term

This Agreement is for the Term unless terminated under the provisions of this Agreement.

4. Contract Price

4.1 Invoice

The Territory must pay the Consultant the Contract Price following its receipt of an Invoice and otherwise in accordance with **Item 3 Schedule 1**.

4.2 Incorrect payments

If, after payment, an invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Consultant,

as the case may be, and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Territory to the Consultant under this Agreement.

5. Ownership and use of material

5.1 Ownership of material

Ownership of:

- (1) all Contract Material, including any intellectual property rights, vests on its creation in the Territory;
- (2) all Territory Material, including any intellectual property rights, remains with the Territory; and
- (3) all Consultant Material, including any intellectual property rights, remains with the Consultant.

5.2 Licence of material

- (1) The Territory grants to the Consultant a royalty-free, limited licence to use the Contract Material and Territory Material for the Term.
- (2) The Consultant grants to the Territory a royalty-free, perpetual, limited licence to use the Consultant Material.
- (3) For the purpose of this clause, "use" includes:
 - (a) such uses as are reasonably necessary for the Territory to obtain the full benefit of the Services, including use of the Contract Material, and
 - (b) such uses as are reasonably necessary for the Consultant to undertake the Services or as otherwise agreed by the Territory,

and may include supply, reproduce, publish, perform, communicate, broadcast, adapt and copy as the context requires.

5.3 Third party rights

The Consultant must ensure:

- (1) the use of any Contract Material will not infringe the intellectual property rights of any third party; and
- (2) no fees, royalties or other payments are payable in respect of any third party rights as a result of the Territory's (or its agents') use of any Contract Material.

5.4 Moral rights

The Consultant must, in relation to the authors of any work that comprises or forms part of the Contract Material:

- (1) use its best endeavours to include in the Contract Material an attribution of those authors; and
- (2) procure from those authors their genuine written consent for the Territory to:
 - (a) attribute the authorship of the work to the Territory or a third party where that attribution was inadvertent,
 - (b) not attribute the authorship of the author when using the work (including exhibiting or performing the work in or to the public), and
 - (c) materially alter the work in any way.

5.5 Safekeeping and preservation of material

The Consultant must ensure the safe-keeping and proper preservation of Contract Material and Territory Material in its possession or control and deliver to the Territory all Contract Material and Territory Material on the expiration or termination of this Agreement (other than copies of material that the Territory has authorised the Consultant to retain).

6. Consultant's personnel

The Consultant must:

- (1) in performing the Services, engage only persons who have the skills, training and expertise appropriate for the Services;
- (2) comply with all reasonable requirements notified by the Territory regarding the suitability and fitness of persons engaged by the Consultant for the performance of Services;
- (3) ensure the services are performed by Specified Personnel (if any) and provide replacement personnel acceptable to the Territory at no additional charge and at the earliest opportunity if the Specified Personnel are unable to perform any of the Services; and
- (4) if the Territory requires, ensure that each person engaged in the performance of the Services executes a deed of confidentiality in a form acceptable to the Territory, and provide those executed deeds to the Territory in accordance with any requirements that the Territory notifies.

7. Non-disclosure of Territory Information

7.1 Consultant's use of Territory Information

The Consultant must:

- (1) use Territory Information held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;
- (2) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (Cth) as if they were provisions of this Agreement and the Consultant was a collector and/or record-keeper of the Personal Information as defined in the Act;
- (3) not transfer Territory Information held in connection with this Agreement outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory; and
- (4) notify the Territory immediately if the Consultant becomes aware that a disclosure of Territory Information is required by law, or an unauthorised disclosure of Territory Information has occurred.

7.2 Consultant to protect Territory Information

- (1) Except as provided in this Agreement, the Consultant must not disclose Territory Information to any person without the prior written consent of the Territory except to the extent that the Territory Information is:
 - (a) required or authorised to be disclosed by law,
 - (b) disclosed to the Consultant's solicitors, auditors, insurers or advisers,
 - (c) generally available to the public, or
 - (d) in the possession of the Consultant without restriction in relation to disclosure before the date of receipt from the Territory.
- (2) The Consultant must take all reasonable measures to ensure that Territory Information accessed or held by it in connection with this Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose and that only its authorised personnel have access to Territory Information.
- (3) The Consultant must do all things necessary to ensure that Territory Information accessible to the Consultant and the Consultant's personnel by virtue of the performance of this Agreement is not

accessed, published or communicated in any way, including imposing upon the Consultant's personnel obligations of confidentiality with respect to Territory Information.

7.3 Acknowledgement of effect of Crimes Act

The Consultant acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Agreement (other than to a person to whom the Consultant is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT), the maximum penalty for which is 2 years imprisonment.

8. Confidential Text under Procurement Act

8.1 Territory may make Agreement publicly available

In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Agreement may be a notifiable contract under the Procurement Act and, if so, the Territory will be required to make the text of this Agreement available to the public, including by publication on a public contracts register.

8.2 Confidential Text

If **Item 7 Schedule 1** states that this Agreement is a notifiable contract under the Procurement Act and specifies Confidential Text, the grounds on which the text is confidential are set out in **Item 8 Schedule 1**, and **clause 8.3** applies.

8.3 Territory must not disclose Confidential Text

Except as provided in this Agreement, the Territory must not disclose Confidential Text to any person without the prior written consent of the Consultant (which consent will not be unreasonably withheld) except to the extent that Confidential Text:

- (1) is required or authorised to be disclosed under law;
- (2) is reasonably necessary for the enforcement of the criminal law;
- (3) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
- (4) is generally available to the public;
- (5) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Consultant;

- (6) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
- (7) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

9. Insurance and indemnity

9.1 Consultant's insurance

The Consultant must effect and maintain for the Term all insurance coverage required to be effected by it by law, public liability insurance and professional indemnity insurance in amounts not less than the amounts (if any) specified by **Item 5 Schedule 1**, and any other insurance specified in **Item 5 Schedule 1** with a Prescribed Insurer.

9.2 Indemnity

The Consultant indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Consultant, in connection with the provision of the Services, except to the extent that the Territory caused the relevant loss, damage or injury.

9.3 Claims to be made good

The Consultant must, at its expense, make good the amount of all claims, loss, damage, costs and expenses the subject of the indemnity in **clause 9.2** and the Territory may deduct the amount, or any part of it, from any moneys due or becoming due to the Consultant under this Agreement.

10. Termination

10.1 Default

The Territory may terminate this Agreement, at any time by notice to the Consultant, if the Consultant:

- (1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (2) fails to commence timely provision of the Services or to meet any timeframes specified in this Agreement; or
- (3) is in breach of a provision of this Agreement, where that breach:
 - (a) if capable of being remedied, is not remedied within the period specified in a notice by the Territory, or

(b) is not capable of being remedied.

10.2 Termination for any reason or reduction of Services

The Territory may, at any time by notice to the Consultant, terminate this Agreement or reduce the Services for any reason, and in that event:

- (1) the Territory will be liable only for:
 - (a) payments under this Agreement for Services rendered before the date of termination, and
 - (b) subject to **clauses 10.2(2) and 10.2(3)**, any reasonable costs incurred by the Consultant and directly attributable to the termination or reduction of Services, but not in respect of loss of prospective profits;
- (2) on receipt of a notice of termination or reduction, the Consultant must:
 - (a) stop work as specified in the notice,
 - (b) take all available steps to minimise loss resulting from that termination or reduction of Services, and
 - (c) continue to perform any part of the Services not affected by the notice; and
- (3) in the event of a reduction of the Services, the Territory's liability to pay the Contract Price will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services.

10.3 No prejudice

Nothing in this **clause 10** prejudices any other rights or remedies of the Territory in respect of any breach of this Agreement.

11. Dispute resolution

- (1) If a difference or dispute (**Dispute**) arises in relation to this Agreement either party may give notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake mediation with an independent mediator, the cost to be shared by the parties unless otherwise agreed.
- (2) Nothing in this **clause 11** will prejudice the rights of either party to institute proceedings to enforce the Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

12. General

12.1 General responsibilities of parties

Each party will:

- (1) fully cooperate with each other to ensure timely progress and fulfilment of the Agreement; and
- (2) act reasonably and in good faith with respect to matters that relate to the Agreement.

12.2 Conflict of interest

The Consultant warrants that no conflict of interest exists or is likely to arise in the performance of the Services and its other obligations under this Agreement and must, if a conflict or risk of conflict arises, notify the Territory and comply with any requirement of the Territory to eliminate or deal with that conflict or risk.

12.3 No employment, partnership or agency relationship

Nothing in this Agreement constitutes the Consultant, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Consultant must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

12.4 No assignment or subcontracting

- (1) The Consultant must not subcontract the performance of the Services or assign the whole or part of this Agreement without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.
- (2) A change in the control of the Consultant or a company that controls the Consultant (except a company listed on an Australian stock exchange) is taken to be an assignment, the term "control" including the direct or indirect holding of more than 50% of the share capital of a corporation.
- (3) If the Consultant breaches **clause 12.4(1)**, the Territory reserves its rights, including requiring the Consultant to provide information regarding the proposed subcontractor's or assignee's capability to continue performing this Agreement or to provide security to ensure the proper performance of this Agreement.

12.5 Entire agreement

This Agreement comprises the entire agreement between the parties in relation to the Services and supersedes any prior representations, negotiations, writings, memoranda and agreements.

12.6 Severability

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

12.7 Variation

This Agreement may be varied or the Term extended only by the written agreement of the parties prior to the expiration of this Agreement.

12.8 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

12.9 Governing law and compliance with the law

This Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory. The Consultant must comply with the laws from time to time in force in the Territory in performing the Services.

12.10 Notices

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contract Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

12.11 Special Conditions

In the event of any inconsistency between any Spécial Condition and any other provision of this Agreement then, to the extent of any inconsistency, the Spécial Condition will prevail.

12.12 Survival of clauses

Clauses 7, 9.2 and 9.3 will survive the expiration or earlier termination of this Agreement.

**SCHEDULE 1
CONTRACT DETAILS**

Item 1. Contract Officers

See clauses 1.1 and 12.10

For the Territory:

Mr Richard Blakely-Kidd
Project Officer
ACT Procurement Solutions
PO Box 818
DICKSON ACT 2602

Telephone: (02) 6207 6450
Facsimile: (02) 6207 5564
Email: Richard.blakely-kidd@act.gov.au

For the Consultant:

Ms Fiona Doherty
Director
Altus Page Kirkland
Suite 19a, 16 National Circuit
BARTON ACT 2600

Telephone: (02) 6273 6133
Facsimile: (02) 6273 6144
Email: Fiona.doherty@altusgroup.com

Item 2. Term

See clause 3

From the date of execution of this Agreement by a Territory delegate until 31 March 2014.

Item 3. Contract Price

See clause 4

(1) Contract Price: \$205,500.00 (GST is included). The Contract price reflects the selection of the construction phase being delivered via the project management option. The breakdown of the Contract Price is incorporated into this Agreement at **Attachment 1** with the project management delivery being item C3B.

(2) Hourly rates for additional work was submitted as a response to a request for clarification by email. The email is incorporated into this Agreement at **Attachment 2**.

Note: Additional work outside of the scope of the Quantity Surveyor / Cost Planner's Brief can only be undertaken with the prior written consent of the Territory's Contract Officer. The Quantity Surveyor / Cost Planner's Brief is incorporated into this Agreement at **Attachment 3**.

- (3) The Contract Price is payable by monthly instalments. Invoices may only be rendered on a monthly basis.
- (4) Except if otherwise stated in this Agreement, the Contract Price is:
 - (a) payable within 30 days of receipt by the Territory of an Invoice;
 - (b) inclusive of GST and all other taxes, duties and charges; and
 - (c) inclusive of all disbursements, including out-of-pocket expenses incurred by the Consultant.

Item 4. Specified Personnel
See clause 6

The Consultant has submitted a detailed listing of key personnel and back-up / alternative personnel as part of their tender response. The list of personnel has been incorporated into this Agreement at **Attachment 4**.

Item 5. Other amounts and insurance
See clause 9.1

- (1) Public liability insurance: \$20 million in respect of each claim.
- (2) Professional indemnity insurance: \$10 million in respect of each claim and in the annual aggregate.

The Consultant must maintain the professional indemnity insurance coverage required under this **Item 5** for an additional period of 6 years from the expiration of the Term. This Item survives the expiration or earlier termination of this Agreement.

Item 6. Territory Information
See clauses 1.1 and 7

Item 6 not used.

Item 7. Confidential Text
See clauses 1.1 and 8

Item 7 not used.

Item 8. Grounds for confidentiality of Confidential Text
See clause 8

Item 8 not used.

SCHEDULE 2

THE SERVICES

For the purposes of the Insurance Determination, this **Schedule 2** constitutes the **Activity Schedule** (as defined in the Insurance Determination).

The Consultant must provide the Services in accordance with the terms and conditions of this Agreement as well as those specified in the Quantity Surveyor / Cost Planner's Brief (**Attachment 3**).

The Territory accepts the Consultant's appreciation and understanding of the project requirement and tasks, and methodology, as submitted in their tender response and it is incorporated into this Agreement at **Attachment 5**.

The emails clarifying hourly rates and allowance for attendance is incorporated into this Agreement at **Attachment 2**.

SCHEDULE 3

SPECIAL CONDITIONS

See clause 12.11

Not used

DATE OF THIS AGREEMENT

SIGNED for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY)
in the presence of:) Signature of Territory delegate

.....
Signature of witness Print name

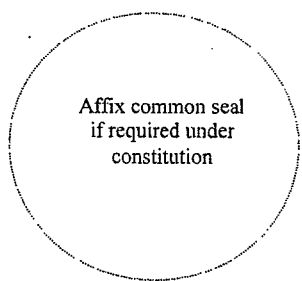
.....
Print name

SIGNED by or for and on behalf of)
ALTUS GROUP (A.C.T.) PTY LIMITED)
ACN: 071 046 967) Signature of director/ authorised
in the presence of:) officer/ individual*
*(see note below)

.....
Signature of director/ secretary/ witness* Print name
*(see note below)

.....
Signature of second authorised officer*
*(see note below)

.....
Print name Print name



- Note:**
- Date:** Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.
 - Company:** Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Consultant's constitution.
 - Individual:** Must be signed by the individual Consultant and witnessed.
 - Incorporated Association:** Must be signed in accordance with the Consultant's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

718 – 722

Exempt – Section 43 Business Affairs

Attachment 3

Quantity Surveyor / Cost Planner's Brief



*ACT Procurement Solutions
Capital Region Cancer Centre*

Quantity Surveyor/ Cost Planner's Brief

Project No.13133

Infrastructure Procurement
Level 3 North
Dame Pattie Menzies House
16 Challis Street, Dickson ACT

PO Box 818
Dickson ACT 2602

Cleared by Client.....Date.....

Cleared by
ACT PS Delegate.....Date.....

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1.0 GLOSSARY

Unless the context otherwise indicates, whenever used in this Brief, each word or phrase in the headings in this section has the meaning given to it under the relevant heading.

Agreement	Services Agreement between the Territory and the Consultant
AHFGs	Australasian Health Facility Guidelines
Authority	Any Statutory Authority, e.g. ACT Planning and Land Authority
Basic Brief	Basic Brief for Construction Works, Revision K dated 1 October 2008
Client	ACT Health
Client's Representative	ACT Health Redevelopment Unit
Defect	Any defect, shrinkage, fault or omission in the Works including any aspect of the Works, which is not in accordance with the requirements of the Agreement
Defects Liability Period	The period which commences on the date of Completion of the Works or a Stage, and which continues for the period described in the Agreement
FF&E	Furniture, Fittings and Equipment
Handover	Handover of the Works or a Stage of the Works to the Client for occupation
HFBS	Health Facility Briefing System
ICT	Information and Communication Technology
Master Cost Planner	The Master Cost Planner, Rider Levett Bucknall, has been engaged by ACT Procurement Solutions to provide CADP-wide cost planning services
Principal	ACT Government (the Territory) as defined under the Agreement
Principal's Representative	ACT Procurement Solutions
Principal Consultant	Consultant engaged directly by ACT Procurement Solutions to undertake the design and documentation for the project
Project Director	Thinc Health Australia has been engaged by ACT Procurement Solutions to provide CADP-wide Project Director services
Project Manager	A construction firm engaged by the Principal under the Project Management project delivery strategy
Project Officer	Point of contact within the Principal's Representative for all liaison and contractual issues
Provisional Sum	Is a sum of money included in the tender price and contract at the direction of the Principal's Representative for specific work as yet not fully defined or costed. It is to be expended only at the direction of the Principal's Representative.
Quantity Surveyor	The Quantity Surveyor/ Cost Planner is to be engaged directly by ACT Procurement Solutions for the project (Note that the Quantity Surveyor commission for these projects is a fully separate commission to Master Cost Planner for the CADP)

Quantity Surveyor Agreement	Services Agreement between the Territory and the Consultant
Quantity Surveyor's Brief	This document
Services Agreement	Services Agreement between the Principal's Representative and the Quantity Surveyor/ Cost Planner Consultant
Site	The site of the Works
SDC	Skills Development Centre at Canberra Hospital
Stage	A stage of the Works described in this Quantity Surveyor's Brief
Subconsultant	A design consultant or specialist consultant engaged by the Principal Consultant for this project
Subcontract	The agreement between a Project Manager and a Subcontractor necessary for any part of the Works. Contract value is to be less than \$200,000 (inclusive of GST)
Trade Contract	The agreement between the Principal and a Contractor necessary for any part of the Works. Contract value is to be greater than \$200,000 (inclusive of GST)
Works	The construction and associated works for the project subject to the Services Agreement and this Quantity Surveyor Brief

2.0 INTRODUCTION

2.1 Key Documents

The brief for this project comprises this Quantity Surveyor/ Cost Planner's Brief together with the Basic Brief.

The Quantity Surveyor/ Cost Planner's Brief details project specific requirements, the Basic Brief details the general requirements and administrative procedures (including content of submissions), and the **Reference Documents** detailed below provide guidance on technical matters.

The following indicates how this document relates to other key documents used in the engagement of the Quantity Surveyor/ Cost Planner.

Invitation for Consultant's Proposal

Standard Agreement for Consultants

Quantity Surveyor/ Cost Planner's Brief

Basic Brief for Construction Works

Reference Documents:

ACT Procurement Solutions Guideline for the Production of Tenders and Contracts for Construction Projects Using AS2124 1992 General Conditions of Contract.

Agent's Circulars

Building Code of Australia, Australian Standards etc.

Standard Specification for Urban Infrastructure Works (TAMS)

ACTEW Water Supply and Sewerage Standards

NATSPEC

2.2 Liaison

All liaison with ACT Procurement Solutions is to be through the Project Officer:

Name: Steve Wallace

Telephone: (02) 6205 3893

Email: Stephen.Wallace@act.gov.au

3.0 PROPOSAL

3.1 General

ACT Procurement Solutions on behalf of ACT Health (the Client) proposes to engage an experienced organisation capable of providing Quantity Surveyor/ Cost Planner services for the successful cost management delivery of the new Capital Region Cancer Centre at the Canberra Hospital campus. The Centre will be located adjacent the recently expanded and refurbished Radiation Oncology facility.

It should be noted that commencement of construction for this project is subject to ACT Government Development Approval and no construction contracts will be awarded until this process has been completed.

For the purposes of this document all references to Principal Consultant are to be understood as Principal Consultant and its Subconsultants.

For the purpose of this document all references to Quantity Surveyor are to be understood as Quantity Surveyor/ Cost Planner.

3.2 Capability

The successful organisation will have extensive experience in the planning, design and construction phases of projects of a similar nature and scale, and will be required to provide a local presence of key personnel for the duration of the project. In particular the successful organisation will have demonstrated and recent experience in the cost management of construction contracts of a similar nature and scale, and/or will be providing personnel with demonstrated and recent experience in the cost management of construction contracts of a similar nature and scale.

The organisation will also bring a proven track record of working in a brown field environment, preferably within the Australian Capital Territory (ACT) and on projects where existing operational services have remained uncompromised throughout the construction phase.

4.0 BACKGROUND

4.1 Capital Asset Development Plan

The ACT Health system will come under increasing pressure in future years due to the ageing population of Canberra and the surrounding region of New South Wales, the impact of health technologies and increasing consumer expectations. On this basis, ACT Health has commenced a process to investigate the capacity and capability of the ACT Health systems infrastructure requirements to meet its future needs.

This planning has identified infrastructure requirements to meet future clinical services development up to 2022. High increases in demand will steadily increase until 2015, and thereafter the increases will be more pronounced, due almost entirely to the rapid ageing of the ACT catchment.

The ACT Government has committed \$448m over five years as the first stage of an estimated \$1 billion+ major infrastructure program.

The scope of the Capital Asset Development Plan (CADP) includes overall planning and delivery for health services Territory wide, and encompasses the redevelopment of a wide range of health and support services at Canberra Hospital and the Calvary Public Hospital, along with a range of mental health and community based services developments and redevelopments.

ACT Health has engaged a consultant team to plan and direct the CADP. On behalf of ACT Health, ACT Procurement Solutions has appointed Thinc Health Australia as Project Director and Rider Levett Bucknall as Master Cost Planner for the CADP.

4.2 Project Specific

In the 2009/10 Budget, \$27.863 million (exclusive of GST) Commonwealth funding was allocated for a new Capital Region Cancer Centre at the Canberra Hospital campus.

This centre is part of a series of interconnected redevelopment projects planned as part of a health infrastructure program for the ACT public health system. The proposed CRCC will be run by the Capital Region Cancer Service which is a joint initiative of ACT Health and the NSW Greater Southern Area Health Service. The Capital Region Cancer Service provides a comprehensive range of screening, assessment, diagnostic, treatment and palliative care services to the population of the ACT and surrounding region of NSW.

In collaboration with key stakeholders, the Project Director Thinc Health was responsible for the preparation of a Health Planning Unit brief and test-fit concept design for the project. These are both included within this Quantity Surveyor Brief as attachments and form the basis of the forward design for this project.

4.3 Project Delivery Strategy

The delivery system for the CRCC is not yet confirmed but is proposed to be a Project Management delivery system.

The Project Manager shall undertake the role of Superintendent for the Trade Contract and Subcontract works.

4.4 Existing Documentation

The documents listed below are Attachments to and form part of this Brief:

- A. Quality Requirements
- B. Sample RISSC Application Form
- C. Project Director's Design Management Plan
- D. Section 32 of Draft Project Definition Plan
- E. Room Data Sheets
- F. Existing building plans/ adjacent projects

5.0 BUDGET

5.1 Project Budget

The total Project Budget for the CRCC project is approximately \$40.0million (exclusive of GST). The Project Budget is deemed to include **the following costs associated with the CRCC project scope**, including but not limited to:

- a. Design and management fees
- b. Development application and building approval fees (as applicable)
- c. Variations, escalation and contingencies

- d. Adjustments to existing infrastructure and services
- e. FF&E (Groups 1, 2 and 3)
- f. Building works, temporary building works and site development including
 - (1) Construction of undercroft parking and landscaped areas
 - (2) Construction of Level 0 tunnel link
 - (3) Pending finalisation of campus staging & decanting strategy: design, documentation and construction of **decanting** fitout to Levels 3 & 4 including FF&E, for use as decanting space
 - (4) Construction of elevated and enclosed walkway running north-south between southern carpark and northern end of CRCC
 - (5) Staging Construction – Refurbishment to existing Radiation Oncology building/ Building 3 to reconfigure existing reception/ entrance
- g. Hoardings, barriers and fences and all other required protection measures
- h. All site establishment and temporary traffic management works
- i. Costs to stage works to suit Client requirements
- j. ACTEW/ ActewAGL services (water, electricity, sewer) and gas, telephone, etc supplies to site
- k. All costs associated with authorities and approvals
- l. ACT Fire Brigade costs for inspections and attendance on site
- m. Any associated works
- n. InTACT project design fees
- o. Insurance costs
- p. Project Director and Master Cost Planner management fees

Specifically excluded from the funding are:

- q. Major medical equipment
- r. Relocation costs
- s. Staging, decanting and operational commissioning allowances
- t. Active ICT hardware and software costs
- u. ACT Health's coordination costs
- v. Art works
- w. Goods and Services Tax
- x. Construction of **final** fitout to Levels 3 & 4 to CRCC's requirements, including FF&E
- y. Design, documentation and construction of elevated walkway running east-west between the New Southern Carpark and Radiation Oncology then across Yamba Drive

The Quantity Surveyor shall be responsible for the cost management of the Project Budget. Costs in regard to consultants (and their subconsultants) engaged directly by the Principal shall be provided to the Quantity Surveyor by the Project Director, together with costs in regard to all project expenditure prior to the appointment of the Quantity Surveyor.

5.2 Order of Cost

The order of cost has been prepared by the CADP Master Cost Planner, Rider Levett Bucknell for the Project Definition Plan. The order of cost estimate is inclusive of all costs, excluding ACT Procurement Solutions' fees and decanting costs, and is *the forecast maximum total end cost*.

CRCC – Components	Order of Cost (exclusive of GST)
Construction	\$ 28.6 million
Contingencies	\$ 3.8 million
Escalation	\$ 1.7 million
FF&E (Groups 1, 2 and 3)	\$ 1.8 million
Design / Supervision / Management / Other	\$ 4.1 million
Total Forecast Cost Estimate	\$ 40.0 million

5.3 Project Estimates Escalation Date

Estimates of cost are to be based on costs expected to apply at the programme call tender date, or as advised by the Project Officer if alternative delivery is used.

6.0 PROGRAMME

6.1 Draft Programme

The Principal Consultant is to provide a programme that highlights each of the major design and construction milestones and allows for appropriate review and approval (Client, Development Application and Building Approval) periods, and shows suggested preliminary, design and construction periods. Commentary on the proposed programme shall discuss the feasibility of achieving project completion by the required dates and the key project risks in relation to achieving the programme.

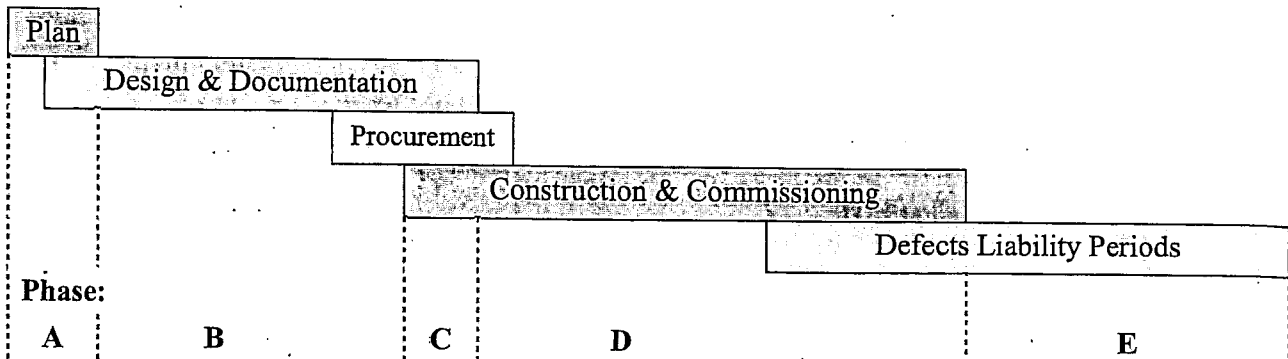
The programme shall be in the form of a Gantt chart and network diagram, showing the following:

- a. sequence of work
- b. periods within which various stages or parts of the work are to be executed, including handover of separable portions
- c. critical paths of all activities related to the works, including preliminary work, design and construction
- d. significant milestones, including client, development and building approvals, and all milestones indicated in the diagram below
- e. activity inter-relationships, including for activities to be undertaken on and off site
- f. allowance for holidays and other non-work days
- g. restraints imposed by the tender documents and the background documents

- h. allowance for decanting of existing services within the west wing of Building 5 prior to gaining possession of the site
- i. external dependencies including provision of access, document approvals and work by others

6.2 Programme Phases

The Quantity Surveyor's proposed resourcing shall, as a minimum, consider and indicate the following major project phases:



Note: The table reflects Project Management delivery but the final delivery method for the project is yet to be confirmed.

The phases of the Quantity Surveyor's engagement are:

Phase A – Planning: The period immediately following Acceptance of Tender, in which the Quantity Surveyor is to be involved in the planning of the CRCC consultancy; the preparation of the Review of Current Documentation and other early deliverables; and the commencement of the PSP.

Phase B – Design and Documentation: The period in which the Principal Consultant is to undertake the main design and documentation. The Quantity Surveyor shall undertake the preparation of Cost Plans at key stages and provide input to early trade packages for tender.

Phase C – Construction commencement: The period in which the Principal Consultant is completing design documentation; is continuing the preparation of trade packages for tender; and is involved in the commencement of construction on site. The Quantity Surveyor is completing DR Cost Plan and providing input to trade package procurement.

Phase D – Construction and Commissioning: The period in which the Principal Consultant is involved in the main construction phase; is involved in planning and implementation of the Building Commissioning, Handover and Operational Commissioning; and is involved in the commencement of Defects Liability Periods for completed trades. The Quantity Surveyor is preparing Cost Reports; undertaking Cost Checks and Options costings and undertaking trade progress and variation assessment.

Phase E – Defects Liability Period: The period in which the Principal Consultant is involved in the Defects Liability Periods, Maintenance Periods and final completion of trade packages.

In its tender the Quantity Surveyor shall, as a minimum, indicate the planned resource person-days broken down for each of the above phases A to E.

Subsequent to engagement, the successful Quantity Surveyor shall detail the following:

- (1) The planned and actual resource person-days in a Resource Schedule broken down for each of the above phases A to E, and for each of the Quantity Surveyor's personnel

Further programme requirements are outlined in section 8.5 Programme Management, and specifically 8.5.3 Programmes.

6.3 Key Milestones

The following table indicates the key milestones currently required for the CRCC project. The Principal Consultant shall seek Client approval via the Project Director for all recommended changes to the key milestones. All such submissions for approval shall be accompanied by in-depth analyses, formulation and assessment of options, and detailed recommendations; and shall be provided in a timely manner to allow for Client consultation, consideration and approvals.

ACTIVITY	DATE
Procurement of Principal Consultant:	
a. Call Tenders for Principal Consultant	15-May-10
b. Close Tenders for Principal Consultant	15-Jun-10
c. Award contract to Principal Consultant	7-Jul-10
Design	
d. Commence design	19-Jul-10
e. Complete PSP	10-Sep-10
f. Complete FSP	5-Nov-10
g. Development Application submitted	5-Nov-10
h. Complete DR	Apr-10
Construction	
i. Commence early works	Jan-11
j. DA Approved	Feb-11
k. Commence main construction	Mar-11
l. Practical completion	Nov-12
m. Handover to ACT Health	Dec-12
n. Defects Liability Period completion	Dec-13
Note: <i>The table reflects Project Management delivery but the final delivery method for the project is yet to be confirmed</i>	

6.4 Timing for Submission of Deliverables

Table 1 at Attachment A, Quality Requirements, highlights the timing for submission of a number of the Principal Consultant's deliverables. Note that there shall be other deliverables required of the Principal Consultant that are not highlighted in this table.

6.5 Separable Portions

The Principal Consultant shall specify works to be undertaken in Separable Portions where and as required by the Project Director.

7.0 SCOPE OF WORK

The following table provides an outline scope of work for the CRCC project. For more detail on the scope of work refer to the various documents in the Attachments to this Brief.

CRCC SCOPE OF WORK		
Scope of works from Commonwealth-funded budget	Scope of works funded from separate budgets	Not part of CRCC scope and to be undertaken by separate consultants &/or constructors
a. A Commonwealth-funded budget of \$27.863 million (exclusive of GST)	b. <i>Funding sources and budgets to be confirmed by Project Director</i>	
c. A height of 5 storeys inclusive of undercroft structure; plus the rooftop plantrooms	d. Construction of undercroft parking, landscaped areas e. Installation of one only lift car to service core	
f. Minor refurbishment of existing Radiation Oncology reception / waiting area following completion of CRCC (approximately 100m ²)		g. New temporary carpark to western side of existing Building 3 (to be by New Southern Carpark consultants and constructors)
Staging Design – h. Design and document relocation of Radiation Oncology main entrance and reconfiguration of reception and waiting areas, in consultation with stakeholders	Staging Construction – i. Refurbishment to existing Radiation Oncology building and existing Building 3 to reconfigure existing reception / entrance	
j. Design and documentation of Level 0 tunnel link from future Building 3 to support services zone (Investigate opportunities to reduce extent of tunnel by reconfiguring / relocating CRCC services core)	k. Construction of Level 0 tunnel link	

CRCC SCOPE OF WORK		
Scope of works from Commonwealth-funded budget	Scope of works funded from separate budgets	Not part of CRCC scope and to be undertaken by separate consultants &/or constructors
l. Design and documentation of Levels 3 & 4 to CRCC's final requirements	m. Pending finalisation of campus staging & decanting strategy: Design, documentation and construction of decanting fitout to Levels 3 & 4 including FF&E (ie for use as decanting space)	n. Construction of final fitout of Levels 3 & 4 to CRCC's requirements, including FF&E
o. Design, documentation and construction of connection from new substation to CRCC	p. Design, documentation and construction of re-connection of Radiation Oncology Building to new substation; decommissioning of existing transformer; removal of existing pad-mount substation and delivery to ACT Health	q. Design and construction of new substation and installation of conduits from new substation running from west to east between Radiation Oncology and New Southern Carpark (to be by New Southern Carpark consultants and constructors)
	r. Design, documentation and construction of elevated walkway running north-south between New Southern Carpark and northern end of CRCC	s. Design, documentation and construction of elevated walkway running east west between CRCC / Radiation Oncology and New Southern Carpark and then across Yamba Drive

7.1 Sequence of Works

The Principal Consultant and Project Manager / Head Contractor shall sequence all work to be as efficient and effective as possible. The sequencing of work shall be planned and implemented to mitigate disruption to the operations of the adjacent and nearby occupied facilities, including external access and circulation. The sequence of works shall be developed in close consultation with the Project Director.

7.2 Existing Design Documentation

7.2.1 Project Definition Plan – Draft Section 32.0

The Project Director is preparing a Project Definition Plan (PDP) as a briefing document for the CADP and Section 32.0 of the PDP incorporates health planning, functional and design requirements specific to the CRCC project. A draft of this Section is included in this Quantity Surveyor's Brief at Attachment D.

The PDP includes the CRCC Health Planning Unit (HPU) brief which contains functional relationships, functional requirements, technology requirements, design requirements, an outline of the planned workforce and the schedule of accommodation. The PDP also includes the CRCC Concept

Design which has been prepared as a test-fit to determine that the areas scoped within the HPU brief Schedule of Accommodation can fit within the building footprint in a reasonable and logical manner. The HPU Brief and Concept Design have been developed in conjunction with key stakeholders.

A sketch reflecting some minor refurbishment within the existing Radiation Oncology facility to relocate the Radiation Oncology Main Entrance whilst the CRCC is constructed is also included within the PDP at Attachment D. ACT Health has not yet approved any works within the existing Radiation Oncology building and this design is to be undertaken by the Principal Consultant during the design phases.

7.2.2 Room Data Sheets

Room Data Sheets (RDS) have been developed for the CRCC project based on the standard components outlined in the Australasian Health Facilities Guidelines, using the ACT Health domain of the Health Facilities Briefing System (HFBS). These RDS are included in this Quantity Surveyor's Brief at Attachment E. ACT Health has not yet approved the RDS or associated FF&E requirements and these are to be progressed by the Principal Consultant during the design phases.

7.2.3 Existing Plans / Adjacent Projects

The following additional information is provided at Attachment F to inform the design and construction.

- a. Campus site plan showing adjacent projects and approximate timing for these projects
- b. New substation being constructed as part of the New Southern Carpark project to provide power supply for the New Southern Carpark, existing Radiation Oncology building, new CRCC building and future building of unknown function on the site of the existing, adjacent Psychiatric Services Unit (PSU) (Colin Stewart Architects drawing TCH substation 1021"C").

7.3 Stakeholders

The Principal Consultant shall be required to consult and liaise with a wide range of stakeholders, including but not limited to:

- a. ACT Health Canberra Hospital
- b. ACT Health Capital Region Cancer Service (CRCS)
- c. ACT Health Business and Infrastructure (B&I)
- d. ACT Health Injury Prevention and Management (IP&M)
- e. ACT Health Information Services (ISB)
- f. ACT Health Redevelopment Unit (RU)
- g. Health Council
- h. Health Care Consumers Association of the ACT
- i. InTACT
- j. Non-Government and charitable organisations
- k. All relevant Authorities and agencies including ACTPLA, TAMS and ACTEW AGL

8.0 SCOPE OF SERVICES

8.1 General

The scope of services shall be provided in accordance with the Agreement and the Basic Brief contained within the Request for Tender document.

The following scope of services is to be read in conjunction with those two documents and provides some clarification and additional requirements specifically relating to this project. In the event of conflict or ambiguity between the documents, the Quantity Surveyor shall seek guidance from the Project Director. If required, ACT Procurement Solutions shall give direction to the Quantity Surveyor in the event of conflict or ambiguity between the documents and the Quantity Surveyor shall be required to undertake the work in accordance with that direction.

Approval of the Quantity Surveyor's work or deliverables by any party does not relieve the Quantity Surveyor of its responsibilities under the Agreement.

8.1.1 Roles

The following roles will apply to the Capital Region Cancer Centre project:

- a. Principal – Australian Capital Territory
- b. Principal's Representative – ACT Procurement Solutions
- c. Client – ACT Health
- d. Client's Representative – ACT Health Redevelopment Unit
- e. Major stakeholders/user groups – Capital Region Cancer Service, ACT Health Business & Infrastructure
- f. CADP Project Director – Thinc Health
- g. CADP Master Cost Planner – Rider Levett Bucknall
- h. CADP ICT Consultant – To be appointed
- i. CADP Occupational Health and Safety Consultant – To be appointed
- j. Principal Consultant – To be appointed
- k. Quantity Surveyor/ Cost Planner – To be appointed
- l. Subconsultants – as engaged by the Principal Consultant
- m. Project Manager – as engaged by the Principal
- n. Trade Contractors – as engaged by the Principal and managed by the Project Manager
- o. Sub-contractors – as engaged by the Project Manager

The Project Director's sub-consultancy team for the Project Definition Plan is as follows:

DISCIPLINE	CONSULTANT
a. Architecture & Health Planning	McConnel Smith & Johnson and BVN Architecture
b. Health Facility Planning	Jennifer Green Consulting, Sophie Nelson & Associates and Richard Hudson Consulting
c. Programming	Andrew Cole
d. Structural and Civil Engineering	Taylor Thomson Whitting
e. Building Services Engineering	AECOM
f. Landscape Architecture	dsb Landscape Architects

- g. Traffic Consultant RD Gossip
- h. Access Consultant Eric Martin & Associates
- i. BCA Consultant BCA Certifiers
- j. FF&E Consultant Redback Health Services
- k. Site Establishment Planning IQON

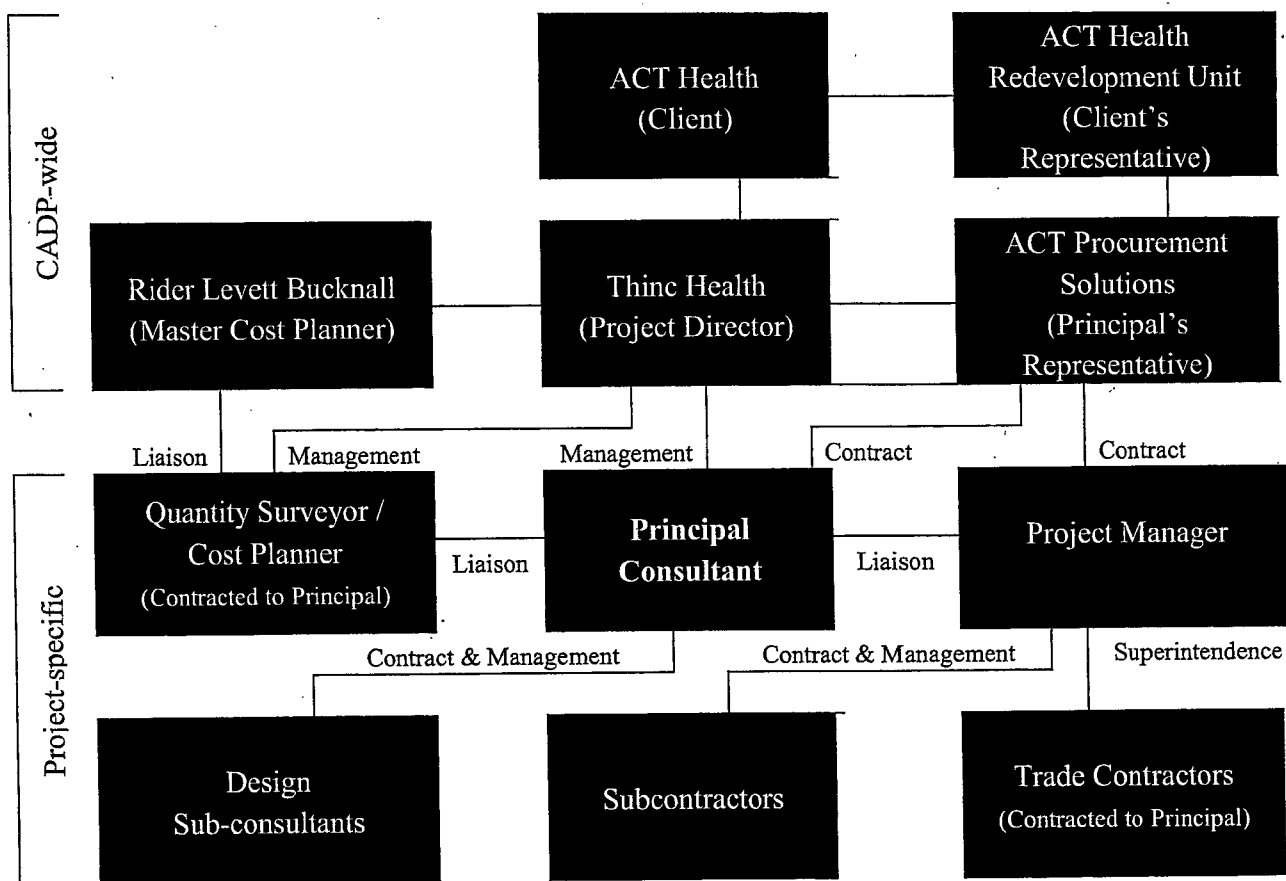
In addition, the following Consultants have been engaged directly by the Principal's Representative during the Project Definition Plan phase:

- | DISCIPLINE | CONSULTANT |
|---------------------------|-------------------|
| l. Community Consultation | Purdon Associates |
| m. Land Surveyor | 4D Surveying |

8.1.2 Structure

The following organisational charts identify the intended management relationships.

- a. Organisational chart for Project Management Delivery:



8.1.3 Delivery Method and Procurement Planning

The preferred delivery method is yet to be confirmed however is currently proposed to be Project Management delivery, whereby the Project Manager shall act as the construction manager.

The Project Director shall prepare a Project Procurement Strategy for the delivery phase of the project. Following ACT Procurement Solutions' endorsement and ACT Health's approval of the Project Procurement Strategy, ACT Procurement Solutions shall prepare a Procurement Plan and shall seek the final approvals of the Government Procurement Board and ACT Health. The Principal Consultant and the Quantity Surveyor may be required to contribute to this procurement planning.

8.1.4 Novation

Novation of the Principal Consultant to the Project Manager may occur under the Project Management delivery method. It is not intended that the Quantity Surveyor will be novated.

8.1.5 Particular Responsibilities

The Quantity Surveyor shall in particular be required to:

- a. Ensure all documents prepared by or on behalf of the Quantity Surveyor are on the Quantity Surveyor's letterhead and/or template and include an appropriate title and date (note the format for all documents shall be to the direction of the Project Director)

8.1.6 Project Personnel

The Principal Consultant shall provide the personnel necessary for the proper management of the CRCC project, including but not necessarily limited to:

- a. Lead Consultant – Overall Design Manager and point of contact for the Principal Consultant's Team; responsibilities shall include quality assurance and quality management, plus safety in design. It is intended that the Lead Consultant / Design Manager would be the key management person on the Principal Consultant's team and the Principal Consultant's contact for communication with the Project Director, ACT Procurement Solutions and the major stakeholders
- b. Design Coordinator – Responsible for all design coordination between the architectural and all other disciplines; it is intended the Design Coordinator would be the key design team coordination person and contact for communication within the design team
- c. Discipline Leads – The lead consultant for each discipline and/or sub-consultancy

The Quantity Surveyor shall provide the personnel necessary for the proper cost management of the CRCC project, including but not necessarily limited to:

- d. Lead Quantity Surveyor/ Cost Planner – It is intended that the Lead Quantity Surveyor/ Cost Planner would be the key management personnel and contact for communication with the Project Director, ACT Procurement Solutions and the major stakeholders.

The Principal Consultant and the Quantity Surveyor shall not change personnel, or change the position of personnel, without the prior written approval of the Principal's Representative. Should the Principal Consultant or the Quantity Surveyor seek to change personnel, or change the position of personnel, the Principal Consultant or Quantity Surveyor shall submit to the Principal's Representative in writing an application for the proposed change(s) which shall be supported by detailed reasons for the proposed change(s); evidence that the proposed personnel are not less experienced than the incumbent in the construction industry, health projects and proposed role; and curriculum(a) vitae and referees names and contact details for the proposed substitute.

8.1.7 Principal Consultant's Disciplines

The Principal Consultant shall engage all necessary design, specialist and investigation disciplines, either in-house and/or through subconsultancies, including but not limited to:

- a. Interior Design, if Architect does not have demonstrated in-house skills and experience in this

- b. Wayfinding, Graphics and Signage Consultant, if Architect does not have demonstrated in-house skills and experience in this
- c. Health Facility Planner, if Architect does not have demonstrated in-house skills and experience in this
- d. FF&E Consultant, if Architect or Health Facility Planner do not have demonstrated in-house skills and experience in this
- e. Electrical Engineering, including Communications, Security and Fire Detection; and including Audio-visual and Lighting
- f. Mechanical Engineering, including Building Management System
- g. Medical and Laboratory Gases Engineering
- h. Lift Engineering
- i. Fire Protection Engineering, including Fire Sprinkler Services
- j. Hydraulic Engineering, including for Rainwater
- k. Civil Engineering, including for Stormwater
- l. Structural Engineering
- m. ESD/Sustainability Consultant
- n. Acoustic Consultant
- o. Access Consultant (specialist)
- p. Building Code of Australia (BCA) Consultant
- q. Principal Certifying Authority, ie required to be a subconsultant to the Principal Consultant
- r. Acoustic Consultant (Note the Acoustic Consultancy is subject of a Provisional Sum*)
- s. Landscape Architect (Note the Landscape Architectural Consultancy is subject of a Provisional Sum*)
- t. Geotechnical Engineering and Environmental Investigation (Note the Geotechnical Engineering and Environmental Investigation is subject of a Provisional Sum*)
- u. Dangerous Goods Consultant (Note the Dangerous Goods Consultancy, if required, is subject of a Provisional Sum*)
- v. Fire Engineered Solutions Consultant (Note the Fire Engineered Solutions Consultancy, if required, is subject of a Provisional Sum*)

*Note regarding subconsultancies subject to Provisional Sums: Where Specialist Consultants are to be engaged under the appropriate Provisional Sum, the Principal Consultant shall be responsible for preparation of the Consultancy Briefs, procurement management, administration and design management for all such subconsultancies. All relevant documentation and actions by the Principal Consultant in this regard are to be to the requirements and satisfaction of ACT Procurement Solutions and the Project Director.

8.1.8 Initial Project Review

The Principal Consultant shall undertake an initial project review immediately following engagement to verify the status of the project and ensure its clear understanding of the requirements. The key elements of this review shall include, but not be limited to, the following:

- a. Briefing documents review to identify queries, omissions and/or discrepancies

- b. Concept review to ensure conformity to the Client's requirements and to provide commentary on Safety in Design
- c. Project programme including key milestones and deliverables
- d. Risk analysis and risk mitigation strategies, including the preparation of a project-specific Risk Management Plan
- e. Approvals to date, outstanding approvals and future approvals

The Quantity Surveyor shall undertake an initial project review immediately following engagement to verify the cost status of the project and ensure its clear understanding of the requirements. The key elements of this review shall include, but not be limited to, the following:

- f. Briefing documents review to identify queries, omissions and/or discrepancies
- g. Proposed project budget including contingency allowances, in particular in regard to Engineering services
- h. Cost risk analysis and risk mitigation strategies, including the preparation of a project-specific Cost Risk Management Plan

8.2 Communications Management

8.2.1 Meetings

The Principal Consultant shall arrange, chair and minute all meetings required and/or necessary for the full and proper design management of the project. The Principal Consultant shall also convene, chair and minute any meeting that the Project Director considers is necessary in this regard.

The CADP meetings structure is shown in the chart on the following page and for which the following applies:

- a. The Principal Consultant shall attend all meetings shown in black
- b. The Principal Consultant shall convene, chair and minute those meetings shown in italics and designated with '(PC)'
- c. Meetings indicated with one asterisk (*) would be the Principal Consultant's meetings up until novation if novation applies, and would be the Project Manager's meetings post-novation
- d. Meetings indicated with two asterisks (**) would be the Project Manager's meetings
- e. [W] = Weekly meetings during the design phases
- f. [F] = Fortnightly meetings during the whole project for Project Director's Meetings, and fortnightly during construction phases for Site Coordination Meetings
- g. [M] = Monthly meetings during the whole project
- h. [A] = Meetings if required and at frequencies as required

ACTH Meetings	Project Director's Meetings	Principal Consultant's Meetings	Project Manager's Meetings
CADP Redevelopment Committee	Project Director's Meeting [F]	<i>Design Meeting*</i> (PC) [W]	<i>Design Meeting*</i> [W]
The Canberra Hospital PCG	Project Review Workshops [A]	<i>Design Workshops*</i> (PC) [A]	<i>Design Workshops*</i> [A]
CRCC ERG [M]	Value Management Workshops [A]	<i>Risk Management Workshops*</i> (PC) [A]	<i>Risk Management Workshops*</i> [A]
<i>User Group Meetings</i> (PC) [A]		<i>Site Coordination Meeting**</i> (PC) [F]	<i>Site Coordination Meeting**</i> [F]
<i>Stakeholder Workshops</i> (PC) [A]			

The Quantity Surveyor shall attend the following regular meetings where detailed below:

- a. The Canberra Hospital Project Control Group (TCH PCG): To be held monthly throughout the redevelopment and chaired by ACT Health and minuted by the Project Director; Principal Consultant is to attend if and when required for particular presentations.
- b. Capital Region Cancer Centre Executive Reference Group (CRCC ERG) – Held fortnightly throughout the project and chaired and minuted by ACT Health. Principal Consultant is to attend every meeting.
- c. CRCC User Group Meetings: To be held as required during the project and to be chaired by the Principal Consultant (or by the Project Manager if and once appointed) and minuted by the Principal Consultant. Principal Consultant is to attend every meeting, and the subconsultants are to attend on an as-required basis.
- d. Project Director's Meeting: To be held fortnightly throughout the project and to be chaired and minuted by the Project Director. Principal Consultant is to attend every meeting, and the Quantity Surveyor is to attend on an as-required basis.
- e. Design Meeting: To be held weekly to fortnightly throughout the design phases and to be chaired by the Principal Consultant or the Project Manager and minuted by the Principal

Consultant. Principal Consultant, the design subconsultants and the Quantity Surveyor are to attend every meeting. The Quantity Surveyor and other subconsultants are to attend on an as-required basis. The Project Director and ACT Procurement Solutions are to attend on as required basis.

- f. Site Coordination Meeting(s): To be held weekly throughout the construction and commissioning phases and to be chaired and minuted by the Project Manager. Principal Consultant, Quantity Surveyor and the design subconsultants are to attend every meeting, and the other subconsultants are to attend on an as-required basis. Project Director and ACT Procurement Solutions are to attend on as required basis.
- g. Project Review Workshops: To be held approximately quarterly throughout the project and to be chaired and minuted by the Project Director; Principal Consultant and Quantity Surveyor are to attend every meeting, and the design and other subconsultants are to attend on an as-required basis.

8.2.2 Start up Workshop

Within two weeks of award of the contract the Principal Consultant shall schedule and coordinate a start-up workshop for the project team which shall be chaired by the Project Director. The project team shall comprise representatives of:

- a. Client – ACT Health
- b. Stakeholders – Capital Region Cancer Service, ACT Health Business & Infrastructure, Canberra Hospital
- c. Principal's Representative – ACT Procurement Solutions
- d. Project Director – Thinc Health
- e. Master Cost Planner – Rider Levett Bucknall
- f. Principal Consultant
- g. Quantity Surveyor/ Cost Planner
- h. Design Subconsultants

The workshop shall cover the following as a minimum:

- i. Introductions and roles and responsibilities of all parties
- j. Presentation and agreement of the project and stakeholder objectives
- k. Presentation and review of the component of the Project Definition Plan
- l. Identification of key risks
- m. Approach to Safety in Design
- n. Approach to consultation with stakeholders and user groups and a presentation, including meeting terms of reference, for circulation
- o. Other matters as identified by the project team that may affect the successful completion of the project

The Principal Consultant shall minute the outcomes and actions from the workshop.

8.2.3 Document Management

The Principal Consultant, its subconsultants and the Quantity Surveyor shall be required to utilise the CADP Web Based Documentation and Information Management System (WIMS) for all project correspondence, documentation, superintendent instructions, and the like. The WIMS is currently

being procured by the Principal, and once in place access will be available to the project team free of charge.

8.2.4 Other Reporting

The Principal Consultant, its subconsultants and the Quantity Surveyor shall prepare particular reports and other reports as may be required by the Project Director. The Principal Consultant shall also undertake all necessary face-to-face reporting, and confirm the outcomes in writing within two (2) working days.

8.2.5 Public Communications

The Quantity Surveyor shall not make written or verbal public comment on the project or other projects within the CADP without the explicit prior approval of ACT Health in writing. This includes interviews with the media, off the record comment to the media, general enquiries from members of the public or publication of marketing material on websites or in print.

8.3 Design Management

8.3.1 Responsibilities Generally

The Principal Consultant shall have the primary responsibility for design management throughout the project. Indicative roles and responsibilities of the various parties are outlined in the following table however the Principal Consultant shall be responsible for ensuring all parties provide timely and thorough input to all design management tasks and deliverables.

TASK	PR	PD	PM	PC	QS
<i>Organisation:</i>	<i>ACT Procurement Solutions</i>	<i>Thinc Health</i>	<i>Project Manager</i>	<i>Principal Consultant & subconsultants</i>	<i>Quantity Surveyor</i>
Design Management	Review	Review	Secondary	Primary	
PSP Report and Annexure	Review	Review		Primary	Input
FSP Report and Annexure	Review	Review	Input	Primary	Input
DR Report and Annexure	Review	Review	Input	Primary	Input
Design Coordination		Review	Review	Primary	
Documentation Coordination		Review	Secondary	Primary	
Design and Documentation Review	Input	Input	Secondary	Primary	
Design Programme – PM delivery	Review	Review	Secondary	Primary	
Design Team Meetings			Input	Primary	Input
Safety in Design including compliance with Acts, Codes Regulations and Standards	Review	Review	Secondary	Primary	
Buildability in design and documentation – PM delivery		Review	Primary	Secondary	Input
Development Application		Review	Input	Primary	
Liaison with Authorities and Agencies – Design	Input	Review	Secondary	Primary	

TASK	PR	PD	PM	PC	QS
<i>Organisation:</i>	<i>ACT Procurement Solutions</i>	<i>Thinc Health</i>	<i>Project Manager</i>	<i>Principal Consultant & subconsultants</i>	<i>Quantity Surveyor</i>
Liaison with Authorities and Agencies – Construction	Input	Review	Primary	Secondary	
Prepare Tender Documents – commercial documents – PM delivery	Input & Approve	Review	Primary	Input	Input
Prepare Tender Documents – technical documents		Review	Secondary	Primary	Input
For Construction Documents		Review	Secondary	Primary	Input
Technical Documents in support of Site Instructions / Variations		Review	Secondary	Primary	Input
Building Commissioning planning – PM delivery		Review	Primary	Secondary	
Building Commissioning and Handover management – PM delivery		Review	Primary	Secondary	
Work As Executed (WAE) Documentation – Consultants		Review	Secondary	Primary	
WAE Documentation – Contractors – PM delivery		Review	Primary	Review	
Defects inspections and lists – PM delivery		Review	Primary	Secondary	
Defects Liability Period management – PM delivery		Review	Primary	Secondary	

LEGEND	Primary	Primary responsibility for deliverable and for coordination of input of others
	Secondary	Secondary responsibility for deliverable including a significant contribution
	Input	Input to deliverable prepared by others
	Review	Review of deliverable prepared by others
	Approve	Approval of deliverable prepared by others

8.3.2 Design Management Responsibility

The appointed Principal Consultant shall perform the role of Design Manager for the duration of the project.

Under Project Management delivery, the Project Manager shall perform the role of Design Overview, and this latter role shall include the managing, scheduling, facilitating and minuting of monthly formal design reviews in regard to:

- a. constructability review
- b. safety in design and design for construction safety

- c. selections of components, finishes and materials
- d. trade package documentation delivery management
- e. design compliance with the briefed requirements
- f. design conformance to the budget and providing value for money
- g. the design minimising disruption to the health service
- h. and the like

For the design of all components the Principal Consultant shall develop protocols for documentation review, assessment and approval including a stage / gate approval process at the end of each design phase to confirm conformance to the approved brief, Final Sketch Plans, Documentation Readiness and Contract Documentation.

The designs for the project shall be developed in consultation with all stakeholders, including users through user group meetings and stakeholder workshops. Generally user group meetings throughout the design phases shall be scheduled, chaired and minuted by the Principal Consultant and shall be on days and at times to suit the stakeholders. All other communication between the design team and the stakeholders is to be in writing and/or all verbal communication between the design team and the stakeholders is to be followed up immediately by the Principal Consultant issuing written notes.

All documentation to be issued by the Principal Consultant at every project phase shall be collated by the Principal Consultant prior to issue. The Architect shall prepare the cover sheets for all disciplines for all drawings and reports be they design or documentation stage documents (eg cover sheets for engineering trades shall be prepared by the Architect so that all cover sheets are consistent).

The Principal Consultant shall prepare a Design Management Plan as noted at section 8.14.2. The Principal Consultant shall incorporate the input of the Subconsultants and the Quantity Surveyor and shall keep this document up to date to the satisfaction of the Project Director.

8.3.3 Safety in Design

The Principal Consultant shall be responsible for ensuring a formal Safety in Design process is implemented for the whole design team. This shall include recognised safety in design and risk management procedures and the Principal Consultant shall, within 3 weeks of engagement, submit its proposal for Safety in Design for the review of the Project Director, ACT Procurement Solutions and ACT Health.

The minimum required procedures to be used to help identify risks shall include:

- a. Consulting relevant standards, codes and guidance material
- b. Consulting stakeholders with relevant expertise
- c. Developing hazard checklists, including radiation risks, and discussing these in stakeholder meetings
- d. Using an established risk assessment tool such as CHAIR
- e. Consulting records of past incidents for similar operations / uses
- f. Consulting records of past incidents for similar construction types
- g. Examining data about particular construction techniques

The Principal Consultant shall refer to <http://www.worksafety.act.gov.au/> and in particular to the publication ACT Safe Design – Safe Structures, Systems and Workplaces at that website. The Principal Consultant shall be required to demonstrate its reference to the processes and procedures

- c. selections of components, finishes and materials
- d. trade package documentation delivery management
- e. design compliance with the briefed requirements
- f. design conformance to the budget and providing value for money
- g. the design minimising disruption to the health service
- h. and the like

For the design of all components the Principal Consultant shall develop protocols for documentation review, assessment and approval including a stage / gate approval process at the end of each design phase to confirm conformance to the approved brief, Final Sketch Plans, Documentation Readiness and Contract Documentation.

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- c. Developing hazard checklists, including radiation risks, and discussing these in stakeholder meetings
- d. Using an established risk assessment tool such as CHAIR
- e. Consulting records of past incidents for similar operations / uses
- f. Consulting records of past incidents for similar construction types
- g. Examining data about particular construction techniques

The Principal Consultant shall refer to <http://www.worksafety.act.gov.au/> and in particular to the publication ACT Safe Design – Safe Structures, Systems and Workplaces at that website. The Principal Consultant shall be required to demonstrate its reference to the processes and procedures

contained in this publication in each of the PSP and FSP Reports and at 90% completion of Documentation Readiness.

The Principal Consultant should refer also to the code: The Western Australian Commission for Occupational Safety and Health, Code of Practice on Safe Design of Building and Structures, 2008, available at the website:

http://www.docep.wa.gov.au/worksafe/PDF/Codes_of_Practice/Safe_design.pdf

8.3.4 Accessible Design

A draft Access Policy has been developed for the CADP. The CRCC design should reflect this policy.

The Principal Consultant shall be required to engage a specialist Access Subconsultant to guide, review and certify the design in regard to conformity with all relevant codes and regulations.

8.3.5 Design Reviews and Presentations

The Principal Consultant shall provide design documents for review and feedback by the Project Director, and by any others to be nominated by the Project Director, at the following phases:

- a. 50% completed Preliminary Sketch Plans
- b. 90% completed Preliminary Sketch Plans
- c. 50% completed Final Sketch Plans
- d. 90% completed Final Sketch Plans
- e. 90% completed Development Application
- f. 50% completed Documentation Readiness
- g. 90% completed Documentation Readiness
- h. 90% completed documents prepared during construction

The extent and number of documents to be provided for these reviews shall be as directed by the Project Director. The Principal Consultant shall undertake changes to the design arising from these reviews as may be directed by the Principal's Representative.

The Principal Consultant shall provide design presentations to stakeholder representatives and others to be nominated by the Project Director, at the following phases:

- i. 50% completed Preliminary Sketch Plans
- j. 100% completed Preliminary Sketch Plans
- k. 50% completed Final Sketch Plans
- l. 100% completed Final Sketch Plans
- m. 50% completed Documentation Readiness
- n. 90% completed Documentation Readiness

The extent and number of documents to be presented for these presentations shall be as directed by the Project Director. All presentations shall be as Adobe pdf and/or Microsoft Powerpoint and as otherwise directed by the Project Director. The Principal Consultant shall undertake changes to the design arising from these presentations as may be directed by the Principal's Representative.

8.3.6 Review of Current Documentation, Facilities and Infrastructure

The Principal Consultant and its subconsultants shall critically review and report on the available planning and design documents as required, including:

- a. Health Planning Unit Brief and relevant sections of the Project Definition Plan
- b. Concept Design
- c. Land survey
- d. Design impacts of campus masterplan and engineering services master plan arising from the Project Definition Plan
- e. Design and construction impacts of adjacent buildings and projects including New Southern Carpark, new substation and temporary western carpark
- f. ACT Health report with regard radiation risks for contractors (areas of the existing Radiation Oncology building roof)
- g. Other documents as may be provided by the Project Director

The Principal Consultant and its subconsultants shall also inspect the existing buildings, engineering services, infrastructure and the like and make assessments and recommendations on scope, cost compliance and all other implications.

8.3.7 Preliminary Sketch Plans

The Principal Consultant shall prepare Preliminary Sketch Plans (PSP) to the requirements as noted in the Basic Brief and the Design Management Plan (Attachment C).

The PSP shall include Room Data Sheets for all rooms and an initial FF&E Schedule showing Groups 1, 2 and 3 FF&E. Note that it is essential that the Room Data Sheets for all rooms are completed as part of the PSP phase so that these are available, in a 90% completed form, as a briefing tool at the commencement of the FSP phase.

Drawings of the facilities for PSP shall include for, but not necessarily be limited to, the following disciplines:

- a. Architectural and Interior Design, including wayfinding, signage and graphics design
- b. Electrical Engineering, including Communications, Security and Fire Detection
- c. Mechanical Engineering, including Building Management System
- d. Medical and Laboratory Gases Engineering, as applicable
- e. Lift Engineering, as applicable
- f. Fire Protection Engineering, including Fire Sprinkler Services as applicable
- g. Hydraulic Engineering, including rainwater
- h. Civil Engineering, including stormwater
- i. Structural Engineering
- j. Landscape Architecture, as applicable

The PSP Report shall include reports covering the above disciplines, plus those of:

- k. Quantity Surveyor, including updated Cost Plan
- l. ESD/Sustainability Consultant
- m. Acoustic Consultant
- n. Specialist Access Consultant
- o. Building Code of Australia (BCA) Consultant

8.3.9 Development Application

The Principal Consultant shall be fully responsible for the preparation and management of the Development Application (DA) including but not limited to:

- a. Arrange, attend and minute all necessary Pre-Application meetings
- b. Prepare all necessary DA drawings, reports and other required documentation
- c. Complete and submit the DA
- d. Respond to any enquiries in relation to the submission of the DA
- e. Arrange for payment once the DA is ready to be lodged
- f. Manage all communication with ACTPLA during the assessment of the DA
- g. Receive the Notice of Determination and prepare a summary table of all conditions of approval together with identification of whose action and in what timeframe for each condition
- h. Manage the completion of all actions in regard to conditions of approval through to close-out

8.3.10 Documentation Readiness

The Principal Consultant shall prepare Documentation Readiness (DR) to the requirements as noted in the Basic Brief and the Design Management Plan (latter attached to this Principal Consultant Brief). The DR shall include final Room Data Sheets for all rooms and a final FF&E Schedule showing Groups 1 and 2 FF&E.

DR shall be prepared in accordance with, but not necessarily limited to, the following:

- a. The Principal Consultant shall prepare DR as trade packages in accordance with the Trade Package Documentation Schedule, which shall be prepared and managed by the Project Manager
- b. The Project Manager shall prepare the commercial tender documents for each trade package in accordance with the requirements of ACT Procurement Solutions (ie amendments and additions to the General Conditions of Contract, any Special Conditions of Contract and the Contract Preliminaries)
- c. The Quantity Surveyor and the subconsultants to the Principal Consultant shall be required to provide input as required to the commercial tender documents regardless of the delivery method (for example input to tender schedules)
- d. The Principal Consultant shall ensure all DR documentation addresses the issues noted in Section 3.6 of the Basic Brief
- e. The Principal Consultant shall provide the assembled tender documents to the Project Director for review and ACT Procurement Solutions for review and approval prior to tender

The Principal Consultant shall provide the following documentation and, for where trade packages are prepared, for each package:

- a. DR Report: 5 copies
- b. DR specifications, collated and bound: 5 copies
- c. DR tender drawings at A3 size and bound: 5 copies
- d. DR tender drawings at A1/B1 size: 2 copies
- e. DR reports and drawings collated on CD: 5 CDs

8.3.11 Contract Documents

For Project Management delivery the Project Manager shall be responsible for preparing Contract Documents. Document numbers required shall be:

- a. A4 size commercial and technical documents: 4 copies (ie 1 bound set for each of the contracting parties plus 1 bound set for each of the Superintendent and Project Director)
- b. A1/B1 size drawings: 4 copies (ie 1 bound set for each of the contracting parties plus 1 bound set for each of the Superintendent and Project Director)
- c. Contract Documents collated on CDs: 4 CDs (ie 1 each for ACT Procurement Solutions, the Redevelopment Unit, Business & Infrastructure and the Project Director)

8.3.12 Specifications

All specifications are to be in accordance with NATSPEC. The ACT Procurement Solutions subscriber number to be stated is # 92070006.

Specifications shall be fully integrated documents with, prepared and issued in accordance with the Project Manager's trade schedule and related requirements.

Refer also to the requirements of the Design Management Plan attached to this Principal Consultant Brief.

8.3.13 Documents during Construction

The Principal Consultant shall prepare all required additional design documentation necessary for the construction of the works and in accordance with, but not necessarily limited to, the following:

- a. In the case of Project Management delivery, all necessary amended and additional documentation required for any changes and/or clarifications or as otherwise directed to the Principal Consultant by the Project Manager
- b. The Principal Consultant shall ensure that sketched clarifications (eg sketches issued with a memorandum or inspection report) are added to CAD drafted drawings monthly so that, for example, all drawings of all disciplines are fully up to date at the end of each month (and similar for all changes to specifications)
- c. Note that where 'documents' is used above it shall mean drawings and specifications

For the situation where a contractor might seek approval for alternative materials, components or construction to that documented, the Principal Consultant shall ensure that tender documentation requires the Trade Contractor and/or Project Manager's Sub-contractor (as applicable) to:

- d. Provide a written request complete with all necessary technical data and samples, together with written assurance that the proposed works is of no less whole-of-life quality than that specified
- e. Provide, where necessary and at the contractor's cost, revised design drawings and specifications for approval either through a designer employed directly by the contractor or through the contractor meeting the additional costs of the Principal Consultant (and such shall include WAE drawings and specifications)

8.3.14 Works as Executed Documents

The Principal Consultant and its Subconsultants shall be involved in all required Works as Executed (WAE) documents in accordance with, but not necessarily limited to, the following:

- a. The Principal Consultant and its Subconsultants shall prepare all required *design* WAE documents (eg working drawings), which generally shall be the latest amendment or revision at the completion of works and shall include the final amended specification

- b. The Principal Consultant and its Subconsultants shall review and comment on all required *construction* WAE documents (eg shop drawings)
- c. The Project Manager shall manage the production, review and distribution of all WAE documents (ie both *design* and *construction* WAE documents)

The following are the numbers of copies required:

- a. Two (2) full size copies of WAE drawings
- b. Two (2) A3 copies of WAE drawings
- c. One (1) CD of PDF and DWG files of WAE drawings
- d. Two (2) full size copies of text documents, including specifications and manuals
- e. One (1) CD of PDF and Word files of text documents, including specifications and manuals

8.3.15 Standards and Guidelines

Works are to comply with the standards and guidelines identified in the Basic Brief, and with all other relevant codes, standards and guidelines. The Principal Consultant shall list all relevant codes, standards and guidelines in the PSP, FSP and DR Reports, and shall be required to attest to having referred to, and complied with all relevant codes, standards and guidelines.

In preparing the designs the Principal Consultant shall refer to, and shall use personnel proficient in the use of, the Australasian Health Facility Guidelines (AHFGs). All departures from the AHFGs shall be reported by the Principal Consultant in PSP, FSP and DR Reports together with reasons and justification for each departure.

Room Data Sheets and FF&E Schedules to be prepared by the Principal Consultant in the PSP phase and updated in the FSP and DR phases shall be produced using the Health Facility Briefing System (HFBS). The Principal Consultant's relevant personnel shall be registered on the CADP database of the HFBS by the Project Director.

8.4 Cost Management

8.4.1 Responsibilities Generally

The Quantity Surveyor shall have primary responsibility for cost management. Indicative roles and responsibilities of the various parties are outlined in the following table however the Quantity Surveyor shall be responsible for ensuring all parties provide timely and thorough input to all cost management tasks and deliverables. Note the Principal Consultant shall be responsible for fully integrating the Quantity Surveyor's responsibilities, tasks and deliverables into the design and documentation process and programme.

TASK	PR	PD	PM	PC	QS
<i>Organisation:</i>	<i>ACT Procurement Solutions</i>	<i>Thinc Health</i>	<i>Project Manager</i>	<i>Principal Consultant</i>	<i>Quantity Surveyor</i>
Ensure compliance with Project Budget – PM delivery, pre-engagement of PM				Primary	Secondary

TASK	PR	PD	PM	PC	QS
<i>Organisation:</i>	<i>ACT Procurement Solutions</i>	<i>Thinc Health</i>	<i>Project Manager</i>	<i>Principal Consultant</i>	<i>Quantity Surveyor</i>
Ensure compliance with Project Budget – PM delivery, post-engagement of PM			Primary	Secondary	Input
Monthly Cost Status Report – PM delivery			Secondary	Input ^{Note 2}	Primary
Cost Risk Management – PM delivery		Review	Secondary	Input ^{Note 2}	Primary
Cost Planning – PM delivery			Secondary	Input ^{Note 1}	Primary
Cashflow Forecasts – PM delivery			Secondary	Input ^{Note 2}	Primary
Cost Checks & Options Costings – PM delivery			Secondary	Input ^{Note 1}	Primary
Design Reviews & Value Engineering – PM delivery		Review	Primary	Secondary (Primary up to PM engagement)	Input
FF&E Cost Advice – PM delivery		Review	Secondary	Input	Primary
Advice re: Business Cases	Primary (ACT Health)	Secondary ^{Note 3}			Input
Trade Packaging – PM delivery			Primary	Input	Input
Prepare Trade Pre-tender Estimates			Secondary	Input ^{Note 1}	Primary
Prepare Trade Tender Schedules			Primary	Input ^{Note 1}	Secondary
Assessment of Tenders – PM delivery	Review		Primary	Input ^{Note 1}	Secondary
Trade Progress & Variation Claims Assessment			Secondary	Input ^{Note 1}	Primary
PM Cost Expenditure			Primary		Input
Trade Final Accounts			Secondary	Input ^{Note 1}	Primary

LEGEND:	Primary	Primary responsibility for deliverable and for coordination of input of others
	Secondary	Secondary responsibility for deliverable including a significant contribution
	Input	Input to deliverable prepared by others
	Review	Review of deliverable prepared by others
	Approve	Approval of deliverable prepared by others

NOTES:

1. Input by Principal Consultant's Services Engineering subconsultants
2. Responsibility shall be Secondary up until the appointment of the Project Manager
3. Including Master Cost Planner responsibility

8.4.2 Conformance with Project Cost Estimate

Immediately following engagement the Principal Consultant, its subconsultants and the Quantity Surveyor shall critically review the Project Cost Estimate and current cost plan and submit a report to the Project Director identifying all concerns, issues and opportunities.

The Principal Consultant shall have the following responsibility for ensuring the project remains within the Project Cost Estimate/ Budget:

- a. Primary responsibility up until the appointment of a Project Manager and secondary responsibility thereafter

The Quantity Surveyor shall provide input to the Principal Consultant and, where appointed, the Project Manager for ensuring the project costs remain within the Project Cost Plan.

The Principal Consultant and Quantity Surveyor shall critically review all deliverables against the Project Cost Plan including but not necessarily limited to cost plans, cost reports, and cost checks; design documents, components and materials selections, engineering systems and equipment; and contractors' alternatives.

8.4.3 Cost Status Reporting and Risk Management

Throughout the project the Quantity Surveyor shall submit a Monthly Cost Status Report showing as a minimum the cost plan allocations, cost commitments (approved, pending and possible), forecast final costs and progressive certification of expenditure. The format and content for this report shall be as directed and/or approved by the Project Director.

The Quantity Surveyor shall undertake Cost Risk Management, and in particular shall maintain a matrix of cost risks and present this with each Monthly Cost Status Report. This Report shall include details of actions required in the next period and actions taken in the previous period in managing cost risks to the project.

8.4.4 Cost Plan Management

The Quantity Surveyor shall manage the preparation and presentation of Cost Plans at all project stages. Cost Plans are required under the Agreement to be prepared by the Quantity Surveyor including at the following stages:

- a. Preliminary-PSP Cost Plan at 50% completion of Preliminary Sketch Plans
- b. PSP Cost Plan at 100% completion of Preliminary Sketch Plans
- c. Preliminary-FSP Cost Plan at 50% completion of Final Sketch Plans
- d. FSP Cost Plan at 100% completion of Final Sketch Plans
- e. Preliminary-DR Cost Plan at 50% completion of Documentation Readiness
- f. DR Cost Plan cost check / update based on 80-90% complete tender documentation
- g. DR Cost Plan / Pre-Tender Estimate based on 100% complete tender documentation
- h. For Construction Cost Plan after contracts are let and based upon For Construction documents and contractors' priced bills of quantities
- i. As part of each monthly report

j. At final settlement of the contracts

Cost Plans shall track at each stage the relationship between the Project Budget, current scope, project objectives and quality.

The Quantity Surveyor shall be responsible for cash flow forecasts both pre-construction and during construction and DLP phases. In pre-construction phases the Principal Consultant shall work with the Quantity Surveyor in developing forecasts.

The Quantity Surveyor shall be responsible for all Cost Checks and Options Costing both pre-construction and during construction phases. In pre-construction phases the Principal Consultant shall work with the Quantity Surveyor in the preparation of Cost Checks and shall integrate the input of the Services Engineering subconsultants.

The Quantity Surveyor shall provide input, where necessary, to assist ACT Health and ACT Treasury in the development of business cases associated with the project. The format and content of this input shall be as directed and/or approved by the Project Director and will include capital costing, cost benefit analysis and whole-of-life costing advice.

8.4.5 Value Management and Value Engineering

The Principal Consultant and the Quantity Surveyor shall monitor budget pressures, scope changes and the like, through formal value management and informal value engineering to ensure the project is delivered within budget. Formal value management shall include a Value Management Facilitator engaged by the Principal, and that facilitator shall prepare a report, however the processes shall be planned and coordinated by the Principal Consultant.

The Principal Consultant shall plan, coordinate, facilitate and report on informal value engineering throughout the completion of the design and during relevant construction phases. These shall include design reviews and constructability reviews, plus review of alternatives that may be put forward by Contractors.

8.5 Programme Management

8.5.1 Responsibilities Generally

The Principal Consultant shall have primary responsibility for time management up until the commencement of the Project Manager in the case of Project Management delivery. Indicative roles and responsibilities of the various parties are outlined in the following table however the Principal Consultant shall be responsible for ensuring all parties provide timely and thorough input to all programme management tasks and deliverables.

TASK	PR	PD	PM	PC	QS
<i>Organisation:</i>	<i>ACT Procurement Solutions</i>	<i>Thinc Health</i>	<i>Project Manager</i>	<i>Principal Consultant & subconsultants</i>	<i>Quantity Surveyor</i>
Programme Development & Compliance – Design		Review		Primary	
Programme Development & Compliance – Construction		Review	Primary	Input	
Identifying & Mitigating Possible Delays		Input	Primary (Construction phases ^{Note 2})	Primary ^{Note 1} (Design phases)	Input

TASK	PR	PD	PM	PC	QS
<i>Organisation:</i>	<i>ACT Procurement Solutions</i>	<i>Thin Health</i>	<i>Project Manager</i>	<i>Principal Consultant & subconsultants</i>	<i>Quantity Surveyor</i>
Time Risk Management		Input	Primary (Construction phases ^{Note 2})	Primary ^{Note 1} (Design phases)	Input
Stakeholder Time Management		Secondary	Primary (Construction phases ^{Note 2})	Primary ^{Note 1} (Design phases)	Input
Design & Documentation Progress		Review	Secondary	Primary	Input
Approvals Progress		Review	Primary (Construction phases)	Primary ^{Note 1} (Design phases)	
Package Letting Progress			Primary	Input	Input
Construction Progress			Primary	Input	
Commissioning & Handover Progress			Primary	Input	
Extension of Time Assessment – PM delivery	Approve		Primary	Input ^{Note 3}	

LEGEND	Primary	Primary responsibility for deliverable and for coordination of input of others
	Secondary	Secondary responsibility for deliverable including a significant contribution.
	Input	Input to deliverable prepared by others
	Review	Review of deliverable prepared by others
	Approve.	Approval of deliverable prepared by others
NOTES	<ol style="list-style-type: none"> 1. Principal Consultant shall have Primary responsibility up to the engagement of a PM and Secondary responsibility thereafter 2. Project Manager shall have Primary responsibility during construction phases 3. Principal Consultant and Design subconsultants shall provide input to assessment of Extension of Time Claims when requested by the Project Manager or as considered necessary by the Project Director 	

8.5.2 Responsibility of the Principal Consultant

The Principal Consultant shall have the primary responsibility for the progress of the project, including but not limited to:

- ensuring the design progresses in accordance with the approved programme
- in particular the Principal Consultant shall ensure the stakeholder consultation and design endorsement / sign-off progress in accordance with the approved programme
- ensuring any required authorities' approvals progress, and are obtained, in accordance with the approved programme

- d. in particular the Principal Consultant shall ensure all necessary Client approvals (including samples, prototypes and the like) progress in accordance with the approved programme
- e. identifying roadblocks and potential delays and recommending and/or implementing corrective action in accordance with approved procedures
- f. identifying ways and methods whereby programmed progress might be maintained and/or improved

The Principal Consultant shall be responsible for identifying, managing and mitigating all actual and/or potential delays to the project. The mitigation and management of delays shall be the express responsibility of the Principal Consultant.

8.5.3 Programmes Generally

All programmes shall be subject to the review of the Project Director and approval of the Client's Representative and shall be developed in close consultation with the stakeholders and Project Director.

All construction programmes shall be produced in Primavera P6 (note design programmes may be produced in Microsoft Project subject to the satisfaction of the Project Director) format and shall show all necessary activities, start and finish dates and duration for each activity, and any predecessors or successors. No activity shall be 'open ended', meaning all activities shall have a successor linked activity, except for the final completion milestone. No dates shall be constrained, 'constraints' are not permitted. If a milestone is to be held on a specific future date, then a predecessor activity shall be used and clearly defined, and the finish date held by using 'expected finish date'.

Reporting

When and as required by the Project Director the Principal Consultant and Project Manager shall deliver in the time frames requested and set to the specified 'Data Date', a progress update programme in both electronic (P6 - XER) and colour hard copy (PDF). The hard copy shall be provided in both a one page summary and full detail programme.

The Principal Consultant shall advise the Project Director of all and any potential departures from the Design Programme and other programmes and shall make recommendations to prevent departures and recover time lost where a departure has occurred.

On behalf of the Principal the Project Director may direct the Principal Consultant to make a change to the Design Programme or other programme. In that case the Principal Consultant shall, as directed by the Project Director, re-programme the works and execute the works as programmed as a consequence of the change.

WBS (Work Breakdown Structure) Template

The Principal Consultant and Project Manager shall follow the following WBS structure as a minimum for all programmes (Design, Construction, Tender and Contract):

■ MASTER - TEMP.IMP.Project.MIL	Project Milestones
■ MASTER - TEMP.IMP.PC	Principal Consultant (PC) Procurement
■ MASTER - TEMP.IMP.Proc Sol	Procurement Solutions Award PC + PM
■ MASTER - TEMP.IMP.Design	Design
■ MASTER - TEMP.IMP.Design.PSP	Preliminary Sketch Plan
■ MASTER - TEMP.IMP.Design.FSP	Final Sketch Plan
■ MASTER - TEMP.IMP.Design.DocReady	Document Readiness
■ MASTER - TEMP.IMP.DA	Authority Approvals
■ MASTER - TEMP.IMP.PM	Project Manager (PM) Procurement
■ MASTER - TEMP.IMP.Tender	Trade Tendering
■ MASTER - TEMP.IMP.CON	Construction
■ MASTER - TEMP.IMP.CON.Site	Site Establishment
■ MASTER - TEMP.IMP.CON.EW	Early Works / Demolition
■ MASTER - TEMP.IMP.CON.MW	Main Works
■ MASTER - TEMP.IMP.CON.COMM	Commissioning + Defects
■ MASTER - TEMP.IMP.OPS	Operational Training + Handover
■ MASTER - TEMP.IMP.Defects	Defects Liability + Financial Close Out

8.5.4 Design Programme

The Principal Consultant shall prepare a Design Programme to the satisfaction of the Project Director and including not less than the following:

- a. All milestones, and in particular achievement of PSP, FSP, Development and Building approvals; plus go to tender, contract award, construction commencement and completion, and end-DLP
- b. Regular meetings attended by the Principal Consultant and its design team representatives
- c. Consultation with stakeholders, in particular for each design phase but also during DR and construction phases
- d. All design activities during PSP, FSP, DA, DR, Construction, Commissioning and Post-Contract phases
- e. Client approvals, allowing sufficient time for Client sign-offs, endorsements and approvals at each design phase
- f. Liaison with authorities during design and construction phases

8.5.5 Staging and Decanting Programme

The Principal Consultant shall contribute to or produce sub-programmes for inclusion in the Staging and Decanting Programme(s) to be prepared by the Project Director and/or the Project Manager.

8.5.6 Construction and Commissioning Programme

The Project Manager shall have primary responsibility for the Construction and Commissioning Programme, and shall seek and integrate input from the Principal Consultant and its Subconsultants, and shall seek and integrate review and comment by the Project Director.

8.5.7 Delays and/or Extensions of Time

Any perceived delay or extension of time should be included as a single activity to the Principal Consultant's and/or Project Manager's programmes with reference to a more detailed explanation for easy tracking. This 'delay' activity shall be positioned under a separate WBS node "Delays", and linked to any successor activities in the current programme to calculate the impact of the delay on the

works. Inclusion of a perceived delay on a Principal Consultant's or Project Manager's programme does not constitute an approved delay or extension of time, but shall be a way of communicating project risks. The Project Director or Principal's Representative reserves the right to request the Principal Consultant or Project Manager to remove or add 'delay' activities, and specify what successor activities will be affected.

8.6 Approvals Management

8.6.1 Responsibilities Generally

The Principal Consultant shall have the primary responsibility for approvals management throughout the project. Indicative roles and responsibilities of the various parties are outlined in the following table however the Principal Consultant shall be responsible for ensuring all parties provide timely and thorough input to all approvals management tasks and deliverables.

TASK	PR	PD	PM	PC	QS
<i>Organisation:</i>	<i>ACT Procurement Solutions</i>	<i>Thinc Health</i>	<i>Project Manager</i>	<i>Principal Consultant & subconsultants</i>	<i>Quantity Surveyor</i>
Stakeholders' Endorsements		Input	Secondary	Primary	
Client Approvals	Review	Input	Secondary	Primary	Input
Principal's Approvals – PM delivery	Approve	Limited Review	Primary	Input	Input
Design Approvals		Review	Secondary	Primary	Input
Development Application(s)		Review	Secondary	Primary	
Building Approval(s)			Secondary	Primary	
Other Authorities' Approvals – Design			Secondary	Primary	
Design Certification			Review	Primary	
Authorities' Approvals – Construction			Primary	Input & Review	
RISSC Forms, including Stakeholder Consultation – PM delivery		Review	Primary	Input ^{Note 1}	
Construction Certifications			Primary	Input & Review	
Certificate of Occupancy and supporting certificates			Primary	Input & Review	

LEGEND:	Primary	Primary responsibility for deliverable and for coordination of input of others
	Secondary	Secondary responsibility for deliverable including a significant contribution
	Input	Input to deliverable prepared by others
	Review	Review of deliverable prepared by others

	Approve Approval of deliverable prepared by others
NOTES:	1. Input shall include in particular the Principal Consultant's Services Engineering subconsultants if and when appropriate

8.6.2 Statutory Authority Conditions

The Principal Consultant shall ensure the necessary statutory development and construction approvals are obtained for the project. These approvals will include but not be limited to the following:

Item	Consent Authority
Development Approvals	ACT Planning and Land Authority
Building Approvals	Principal Certifying Authority
Certificate of Occupancy	ACT Planning and Land Authority (BEPCON)

The Principal Consultant and Project Manager shall ensure compliance with the requirements of all statutory approvals in the conduct of the works.

The Principal Consultant and Project Manager shall note, and comply with, the following ACTPLA requirement:

"Construction and development works should be in accordance with 'Environment Protection Guidelines for Construction and Land Development, ACT EPA 2007'. Construction activities on a site of 0.3 hectares or greater is an activity listed in Schedule 1 as a Class B activity under the Environment Protection Act 1997. The contractor/builder must hold an Environmental Authorisation or enter into an Environment Protection Agreement with the Environment Protection Authority (EPA) in respect of that activity and have an EPA approved sediment and erosion control plan prior to works commencing. For more information on the ACT EPA guidelines, Environmental Authorisations and Agreements contact Environment Protection on Tel: 132281".

8.6.3 Building Approval

The Works will be subject to Building Approvals as issued by a Principal Certifying Authority under the relevant Territory legislation. It shall be the Principal Consultant's responsibility to engage the Principal Certifying Authority and to ensure that all Building Approvals are obtained in accordance with the programme.

8.6.4 Certificate of Occupancy

On or before the date of each Handover the Project Manager shall submit all documents required for issue of the respective Occupation Certificates for Relevant Authorities, including all documents indicated in the Building Code of Australia and all additional documents indicated in the Fire Engineer's Report. The Principal Consultant shall be responsible for ensuring certificates and other deliverables are provided in time and shall otherwise assist the Project Manager as necessary.

The Project Manager shall obtain the Certificate of Occupancy from the relevant authorities within two weeks of each Handover.

The Project Manager shall submit for approval copies of all documents submitted for the Certificate of Occupancy for the relevant Authority.

8.6.5 Statutory Authority Fees

The Project Manager shall pay all statutory costs and fees for all works unless advised otherwise by the Project Director, excepting fees for Development Approval which shall be paid directly by ACT Procurement Solutions. The Principal Consultant shall be responsible for all costs associated with Building Approvals.

The Project Manager shall seek all relevant permits for works on the property of statutory authorities, including the use of public property where required. These fees may include but will not be limited to:

- a. public property occupation/hoardings fees
- b. connection to stormwater system
- c. construction works on public property
- d. construction/works zone fees
- e. road opening fees
- f. mobile crange, equipment and waste bins
- g. road closures and diversions

8.6.6 RISSC Responsibilities

The Project Manager shall seek all relevant approvals, and provide all relevant documentation, for works that disrupt hospital services using the Request to Interfere with Services or Safety Conditions, (RISSC) application forms – the seeking of approval for episodes of works utilising ACT Health's RISSC forms and procedures.

The Principal Consultant and its subconsultants shall provide guidance and/or comment in regard to RISSC forms as required by the Project Director.

8.7 Procurement Management

8.7.1 Responsibilities Generally

In the case of Project Management delivery, the Project Manager shall have the primary responsibility for procurement management throughout the project.

Indicative roles and responsibilities of the various parties are outlined in the following table however the Project Manager shall be responsible for ensuring all parties provide timely and thorough input to all procurement management tasks and deliverables.

TASK	PR	PD	PM	PC	QS
<i>Organisation:</i>	<i>ACT Procurement Solutions</i>	<i>Thinc Health</i>	<i>Project Manager</i>	<i>Principal Consultant & subconsultants</i>	<i>Quantity Surveyor</i>
Procurement Strategy	Approve	Primary		Secondary	Input
Procurement Plan	Primary	Review		Input	Input
Government Procurement Board	Primary	Input		Input	
FOR PROJECT MANAGEMENT:					
Common to all PM packages:					
Trade Packaging	Approve		Primary	Secondary	Input
Prepare Tender Documents – Commercial	Input & Approve	Review typical clauses	Primary	Input	Input

TASK	PR	PD	PM	PC	QS
<i>Organisation:</i>	<i>ACT Procurement Solutions</i>	<i>Thinc Health</i>	<i>Project Manager</i>	<i>Principal Consultant & subconsultants</i>	<i>Quantity Surveyor</i>
Prepare Returnable Schedules and incorporate Technical Data Schedules	Input & Approve		Primary	Input	Input
Prepare Technical Data Schedules			Secondary	Primary	
Prepare Tender Documents – Technical		Review	Secondary	Primary	Input
<i>For packages less than \$200k (Inclusive of GST) in value:</i>					
Recommend Tender List	Approve		Primary	Input for specialist packages	
Tender Advertise			Primary		
Tender Box			Primary		
Tender Queries and Responses			Primary	Secondary	Input
Tender Evaluation			Primary	Input	Input
Tender Evaluation Report			Primary		
Prepare Tender Recommendation	Approve		Primary		
Prepare Contract Documents	Approve		Primary	Input	
<i>For packages greater than \$200k (Inclusive of GST) in value:</i>					
Tender Advertise	Primary				
Tender Box	Primary				
Tender Queries and Responses	Input		Primary	Secondary	Input
Tender Evaluation			Primary	Input	Input
Tender Evaluation Report			Primary		
Prepare Tender Recommendation	Approve		Primary		
Prepare Contract Documents	Primary		Secondary	Input	
<i>Additional requirements for packages greater than \$5m (Inclusive of GST) in value:</i>					
Procurement Plan	Primary	Review	Secondary	Input	Input
Government Procurement Board	Primary		Input		

LEGEND Primary Primary responsibility for deliverable and for coordination of input of others
Secondary Secondary responsibility for deliverable including a significant contribution

Input	Input to deliverable prepared by others
Review	Review of deliverable prepared by others
Approve	Approval of deliverable prepared by others

8.7.2 Trade Packaging and Letting

The Project Manager shall prepare a master schedule identifying each of the trade packages and the allocated trade budget. The Master Trade Letting Schedule shall record the successful Trade Contractors' and Sub-Contractors' details, the dates which tenders were received and let, contract amounts, approved contingencies and the variance to budget (letting gains/losses). The format and content for this master schedule shall be as directed and/or approved by the Project Director.

Supporting the master schedule shall be a series of trade recommendations for each trade contract. These will record each of the tenders, the tender results and supporting recommendations.

Note the Project Manager shall let Sub-contracts (after receiving the Territory's approval) and the Territory shall let the Trade Contracts. All contracts up to \$200,000 (inclusive of GST) in value shall be Sub-contracts.

8.7.3 Tendering thresholds

Tendering thresholds for sub and trade contract tenders are as follows:

- a. up to \$25,000 (inclusive of GST): one written quotation
- b. up to \$200,000 (inclusive of GST): minimum three written quotations
- c. over \$200,000 (inclusive of GST): public tender

8.7.4 Management of Tenders and Tender Evaluation – Project Management

All tendering shall comply with ACT Government Procurement Legislation. Contracts in excess of \$200,000 (inclusive of GST) in value shall be Trade Contracts.

Trade Package documentation shall be prepared by the Project Manager and shall be checked by ACT Procurement Solutions at its discretion.

The Principal Consultant, its subconsultants and the Quantity Surveyor may be required to provide technical advice towards assisting the Project Manager in its evaluation of Trade Contract tenders.

8.7.5 Management of Tenders and Tender Evaluation – Head Contracting

Not applicable.

8.7.6 Preferred Contractors

The Principal's Representative may nominate preferred contractors. The preferred contractors shall include, but not necessarily be limited to:

- a. ICT and data cabling – Must be installed by a contractor on InTACT's list of recommended providers
- b. CCTV – Must be installed by a contractor on Justice and Community Safety's (JACS) list of recommended providers

8.7.7 Proprietary Items

The Principal Consultant shall discuss and agree the methodology of specifying proprietary items before submitting this for approval by ACT Procurement Solutions prior to the commencement of tender documentation.

8.8 Contract Administration

8.8.1 Responsibilities Generally

The Project Manager shall be the Superintendent and shall have the primary responsibility in regard to the administration of the Trade Contracts and Subcontracts.

Indicative roles and responsibilities of the various parties are outlined in the following table.

TASK	PR	PD	PM	PC	QS
<i>Organisation:</i>	<i>ACT Procurement Solutions</i>	<i>Thinc Health</i>	<i>Project Manager</i>	<i>Principal Consultant & subconsultants</i>	<i>Quantity Surveyor</i>
FOR PROJECT MANAGEMENT – Project Manager as Superintendent:					
Prepare Contract Administration Plan	Approve	Review	Primary	Input	Input
Preparation of Contracts for Execution	Approve		Primary	Input	Input
Preparation of Contract Authorities & Delegations	Approve	Review	Primary	Input	Input
Schedule of Contract Start-up activities	Approve	Review	Primary	Input	Input
Schedule of Contract Deliverables	Approve	Review	Primary	Input	Input
Principal's insurance	Primary		Input		
Evidence of Contractor's insurance	Approve		Primary		
Receive and Review Contractor's securities & bank guarantees	Approve		Primary		
Review Contractor's Management Plans	Approve as appropriate	Review as appropriate	Primary & Recommend	Review as appropriate	
Monitor all Contract obligations & report			Primary	Input	
Convene and chair Site Meetings	Input		Primary		
Receive and Review Contractor's deliverables	Approve as appropriate	Review as appropriate	Primary	Input	
Receive and Respond to Contractor's RFIs, including coordination of all necessary input			Primary	Input	
Directions to Contractor – other than Variations			Primary	Input	
Directions to Contractor – Variations to Contract	Approve		Primary	Input	Input

TASK	PR	PD	PM	PC	QS
<i>Organisation:</i>	<i>ACT Procurement Solutions</i>	<i>Thinc Health</i>	<i>Project Manager</i>	<i>Principal Consultant & subconsultants</i>	<i>Quantity Surveyor</i>
Assessment of Variation Claims	Approve		Secondary Note 1	Input ^{Note 1}	Primary & Recommend Note 1
Assessment of Progress Claims	Approve		Secondary Note 1	Input ^{Note 1}	Primary & Recommend Note 1
Assessment of Extension of Time Claims	Approve		Primary		
Coordinate stakeholder input during construction and post-construction		Review as appropriate	Primary	Input	
Prepare & coordinate defects lists		Review as appropriate	Primary	Secondary	
Monitor and oversee DLP including defects rectification		Review as appropriate	Primary	Input	
Monitor and oversee maintenance periods		Review as appropriate	Primary	Input	
Manage final completion	Approve	Review	Primary	Input	Secondary

LEGEND:	Primary	Primary responsibility for deliverable and for coordination of input of others
	Secondary	Secondary responsibility for deliverable including a significant contribution
	Input	Input to deliverable prepared by others
	Review	Review of deliverable prepared by others
	Approve	Approval of deliverable prepared by others

NOTES: 1. The primary financial assessment shall be by the Quantity Surveyor with secondary financial assessment by the Project Manager, plus input by the Principal Consultant's Services Engineering subconsultants in regard to the services trades

8.8.2 Superintendence – Head Contract

Not applicable

8.8.3 Contract Administration – Head Contract

Not applicable

8.8.4 Contract Administration – Project Management

The Project Manager shall receive and process all Trade Contract and Sub-contract variation claims and shall coordinate and integrate the input of the Quantity Surveyor and the Principal Consultant. Variation Claims shall be reviewed and assessed by the Project Manager who shall also incorporate all necessary advice from the Quantity Surveyor and/or the Principal Consultant's Services Engineering subconsultants. All positive variation recommendations should detail from where and/or how the

variation will be funded. The format and content for the Principal Consultant's variation recommendation shall be as directed and/or approved by the Project Director.

The Project Manager shall develop and maintain a register of Trade Contract and Sub-contract variations (split up into claimed, pending and possible), which shall be used to track quanta, status, approvals and outstanding actions in regard to variations and contingencies.

The Project Manager shall receive and process all Trade Contract and Sub-Contract Progress Claims and shall coordinate and integrate the input of the Quantity Surveyor and the Principal Consultant. Progress Claims shall be reviewed and checked for correctness including validation of progress, then issued to the Principal's Representative with a Certification recommending payment. Progress Claims shall be submitted in accordance with the Principal's Representative's prescribed format, and shall include any required statutory declarations.

The Project Manager shall receive and process all Trade Contract and Sub-Contract Final Claims and shall coordinate and integrate the input of the Quantity Surveyor and the Principal Consultant. This shall include, but not be limited to, the Project Manager ensuring all deliverables have been provided to the Principal (including guarantees and warranties); receiving and assessing final claims and providing certificates; recommending and overseeing the release of retentions and securities; and confirming final payments have been made and received.

The following requirements shall be a minimum in regard to Progress Claims and Final Claims:

- a. Conditions precedent prior to submission of a Progress Claim
 - (1) Bank guarantees are in place
 - (2) Certificates of insurance are in place
 - (3) Signed statutory declaration that subcontractors have been paid
- b. Progress Claim submission conditions or what the Progress Claim shall contain
 - (1) Value of work executed to date with supporting evidence
 - (2) Value of each variation included in the work executed to date
 - (3) Value of unfixed materials including proof of ownership, insurances and storage conditions
 - (4) Value that has been previously paid
 - (5) Value of retention to be held or retention guarantee
- c. Submission dates and periods for monthly Progress Claims (Note: shall be varied to accord with Security of Payments legislation when it commences in the ACT on 1 July 2010)
 - (1) A draft Progress Claim to be submitted by each Trade Contractor or Sub-Contractor for review on the 25th day of the month or nearest business day
 - (2) The draft Progress Claim to be reviewed by Project Manager and Quantity Surveyor and responded to with approval or reasoned amendments within 3 business days of receipt
 - (3) A final Progress Claim to be submitted by the Trade Contractor or Sub-Contractor within 3 business days of response per (2) above
 - (4) The Project Manager and Quantity Surveyor to produce a payment valuation and prepare a progress certificate and issue these to the Principal's Representative within 3 business days of receiving the final claim per (3) above

- (5) ACT Procurement Solutions to pay the amount payable on the progress certificate within 10 business days of receipt of the progress certificate per (4) above
- d. Submission dates and periods for Final Claims (Note: shall be varied to accord with Security of Payments legislation when it commences in the ACT on 1 July 2010)
 - (1) A draft Final Claim to be submitted by each Trade Contractor or Sub-Contractor for review within 25 business days of the expiration of the Defects Liability Period
 - (2) The draft Final Claim to be reviewed by Project Manager and Quantity Surveyor and responded to with approval or reasoned amendments within 3 business days of receipt
 - (3) A final Final Claim to be submitted by the Trade Contractor or Sub-Contractor within 3 business days of response per (2) above
 - (4) The Project Manager and Quantity Surveyor to produce a payment valuation and prepare a Final Certificate and issue these to the Principal's Representative within 3 business days of receiving the final claim per (3) above
 - (5) ACT Procurement Solutions to pay the amount payable on the Final Certificate within 10 business days of receipt of the progress certificate per (4) above
- e. Limitations of payment
 - (1) Progress certificates shall not constitute acceptance of work quality or extent of works executed
 - (2) Progress certificates must not prejudice the Principal contractually

8.9 Site Management

8.9.1 Responsibilities Generally

The Project Manager shall have the primary responsibility for site management throughout the projects. Indicative roles and responsibilities of the various parties are outlined in the following table.

TASK	ACT Health	PR	PD	PM	PC
<i>Organisation:</i>	<i>B&I, Community and other Health</i>	<i>ACT Procurement Solutions</i>	<i>Thinc Health</i>	<i>Project Manager</i>	<i>Principal Consultant & subconsultants</i>
FOR PROJECT MANAGEMENT – Project Manager as Superintendent:					
Site Management Plan	Input & Review		Review	Primary	Input
Temporary Traffic Management Plan	Input & Review		Review	Primary	Input
Site & Traffic Risk Management	Input		Review	Primary	Input
Works Staging Plan	Input & Review		Input & Review	Primary	Input
Component Method Statements	Review		Review	Primary	Input
RISSC Forms and Process	Approve		Review	Primary	Input

TASK	ACT Health	PR	PD	PM	PC
<i>Organisation:</i>	<i>B&I, Community and other Health</i>	<i>ACT Procurement Solutions</i>	<i>Thinc Health</i>	<i>Project Manager</i>	<i>Principal Consultant & subconsultants</i>
Environmental Management Plan	Review			Primary	Input
Site Induction	Input			Primary	
Site Security	Review		Review	Primary	
Emergency Access Coordination	Input & Review		Review	Primary	Input
Maintaining Egress from occupied facilities	Input & Review		Review	Primary	Input
Maintaining Access to occupied facilities	Input & Review		Review	Primary	Input

LEGEND	Primary	Primary responsibility for deliverable and for coordination of input of others
	Secondary	Secondary responsibility for deliverable including a significant contribution
	Input	Input to deliverable prepared by others
	Review	Review of deliverable prepared by others
	Approve	Approval of deliverable prepared by others

8.9.2 Responsibility of the Project Manager

The Project Manager shall be responsible for all site management, including all necessary management of areas within the vicinity of the site. This shall include but shall not be limited to:

- a. Traffic management to and from the site, as well as around the site and within the site environs
- b. Pedestrian management around the site including patient, visitor and staff access from the New Southern Carpark to the western face of Building 3.
- c. Maintenance of hospital fire egress from, and emergency access to, directly adjacent buildings (Radiation Oncology, Building 3, Building 15)
- d. Hospital security identification as required, particularly when working in hospital-occupied areas
- e. Hospital standing instructions
- f. Hospital emergency procedures
- g. Site inductions / hospital inductions for all personnel
- h. Patient, staff and public safety

In particular the Project Manager shall take all necessary steps to ensure the safety, amenity and operability of the adjacent areas, particularly Radiation Oncology, Psychiatric Services Unit (PSU - Building 15) and the New Southern Carpark, during all phases of construction including but not limited to site establishment, demolition, construction, commissioning and defects liability phases.

Construction issues will include the need to minimise the dust, noise and vibration in regard to adjacent services, particularly the linear accelerators within the Radiation Oncology building and PSU patient amenity. The Project Manager shall plan and manage a process of detailed consultation with the managers of all affected units including a weekly meeting at which the Project Manager shall outline all difficult activities for the forthcoming week and shall take on board all reasonable feedback provided.

8.9.3 Site Management Plan

The Project Manager shall prepare a Site Management Plan and submit a draft for the review of the Principal Consultant, Project Director and ACT Health. Upon receiving review comments the Project Manager shall update and submit the Site Management Plan. It is intended the plan shall be a 'live' document and is to be updated a minimum of quarterly and as otherwise directed by the Project Director.

8.9.4 Method Statements and Request to Interfere

There shall be a 3-tier approach to site management planning:

- a. The Project Manager's overall Site Management Plan for the whole of the works and as noted above
- b. The Project Manager's Component Method Statements which shall be more specific and more detailed plans for the management of each of the various components of the works plus for major disruptive works such as shutdowns
- c. The Project Manager's Request to Interfere with Services or Safety Conditions (RISSC) forms for individual episodes of disruption to services or safety as noted below

The content of, level of detail of, level of stakeholder consultation for and timing for the Project Manager's Component Method Statements and RISSC forms shall be to the satisfaction of ACT Health and as directed by the Project Director.

The Project Manager shall seek all relevant approvals, and provide all relevant documentation, for works that will or may disrupt adjacent hospital services using the RISSC application forms and procedures. The specific responsibilities of the Project Manager with respect to RISSC forms and procedures include but are not limited to:

- d. Advance planning of all RISSC episodes, including the early development of a schedule of all anticipated RISSC episodes to the satisfaction of the Project Director
- e. Consulting with users and other stakeholders, incorporating their needs and seeking their endorsement
- f. Submission to the Principal Consultant and/or the Project Director for review and comment and to the Principal for approval
- g. Active attendance at meetings to gain final endorsement and approval of stakeholders

8.9.5 Works Staging Plan

The Project Manager shall develop a Works Staging Plan detailing the sequence of the works and key milestones. This staging plan shall be developed and presented with the Staging and Decanting Programme, and once approved shall be fully integrated into the Master Construction Programme and the Site Management Plan developed by the Project Manager.

In order to determine its effectiveness the Project Manager shall undertake a review of the Works Staging Plan periodically and as required by the Superintendent or Project Director. The Project Manager shall implement any amendments necessary to improve its effectiveness in order to reduce

wherever practicable the overall timeline of the project and/or the overall level of disruption to adjacent services operations and amenity.

8.9.6 Work Safety Plans

The Project Manager shall provide Work Safety Plans to meet the requirements of ACT Government, and specifically for:

- a. demolition
- b. construction
- c. interruption of engineering services to occupied areas
- d. power shutdowns and other necessary shutdowns
- e. delivery and installation of major medical equipment

8.9.7 Hours of Work

The Project Manager shall conduct the works within the hours of work required under the conditions of Development Consent, and if not conflicting therewith, generally as follows:

- a. Monday to Friday: 7.00am – 6.00pm
- b. Saturday: 8.00am – 6.00pm
- c. Sundays and Public Holidays: No work permitted without express approval of ACT Health
- d. Other times as may be directed by the Project Director, including possible times of low-noise and/or low-vibration within the hours noted in (a) and (b) above

The Project Manager shall schedule the conduct of the works to provide for all necessary works outside of the above hours to avoid any disruption to the campus and, in doing so, seek all necessary approvals from the local authorities for these changes.

The Project Manager shall make allowance for, and shall ensure Sub-Contract tenderers and Trade Contract tenderers make allowance for, all costs associated with out of hours works.

8.9.8 Site Office and Fencing

The Project Manager shall provide a site office at each site to the approval of the Principal's Representative. The office shall include:

- a. meeting room for a minimum of 16 people
- b. photocopier and use of the photocopier for consultants
- c. scanning facilities and the ability to write and transmit Adobe pdf files

The site fencing and gates shall be 2400 high and shall be predominantly fixed with painted plywood sheeting to inhibit the ability for persons to climb the fence. Display panels and/or special graphics may be required to particular sections of the site fence.

8.9.9 Site Induction

The Project Manager shall be responsible for all site inductions for all personnel including but not necessarily limited to personnel employed by the Project Manager, Sub-Contractors and Trade Contractors, plus regular visitors to the site employed by Specialist Consultants, the Principal Consultant and its Subconsultants, the Quantity Surveyor, the Project Director, the Master Cost Planner, ACT Procurement Solutions and ACT Health.

The Project Manager's site induction procedures shall include relevant elements of, and co-ordination with, B&I's induction procedures.

8.9.10 Co-ordination on Occupied Sites

The Project Manager and the Principal Consultant shall coordinate with all occupants of health or other facilities on and adjacent to the sites during construction, as well as with designated staff from ACT Health's Redevelopment Unit and Business & Infrastructure Division.

The Project Manager shall, in consultation with the Project Director and the Principal Consultant, develop a communication and coordination methodology based on, but not limited to, the following:

- a. the Site Management Plan for the whole of the work
- b. Component Method Statements for each of the various phases and components of the work
- c. a RISSC form for each particular episode of the work within the various phases and components
- d. all coordination meetings that may be required to properly coordinate activities on the site and as otherwise required by the Project Director

8.9.11 Consultation with Stakeholders, Authorities and Agencies

In regard to the planning and implementation of the works on the sites, including access to, from and around the site, the Project Manager shall consult with and coordinate with all relevant stakeholders, authorities and agencies, including but not limited to:

- a. The Canberra Hospital and Capital Region Cancer Service
- b. ACT Health Business & Infrastructure
- c. ACT Health Injury Prevention & Management
- d. Other relevant ACT Health units
- e. ACT Ambulance Service
- f. InTACT
- g. ACT Fire Brigade
- h. ACT Police
- i. ACTION buses
- j. ACT Planning and Land Authority (ACTPLA)
- k. Parks, Conservation and Land (PCL)
- l. Territory and Municipal Services (TAMS), including ACT Roads
- m. Environmental Protection Agency (EPA)
- n. ACTEW/ ActewAGL

8.9.12 Access for Emergency Vehicles and Personnel

The Project Manager shall ensure suitable access is maintained at all times for emergency vehicles and personnel, including but not limited to:

- a. on and off the site
- b. around the site, especially into occupied areas
- c. adjacent buildings and substations

8.9.13 Access for Hospital Staff, Patients and Visitors

The Project Manager shall ensure suitable and safe access is maintained at all times around the site for any occupied premises' staff, patients and visitors, including but not limited to the preparation of, and consultation regarding, a Maintenance of Access Plan which shall be incorporated in or appended to the Site Management Plan and shall cover, as a minimum, all following items:

- a. temporary signage around the site
- b. temporary pedestrian crossings, particularly where the works mean that pedestrians should not be moving immediately adjacent the site, even for particular events / episodes
- c. temporary paths and ramps
- d. hoardings and protective screens and covers
- e. temporary lighting

8.9.14 Site Security

The Project Manager shall be responsible for the security of the sites, including the site perimeters, site offices, the works in progress, and all materials, plant, equipment, services etc, which are stored on the site or installed in the works. This shall include coordination with all occupied premises' security systems, personnel and network including management of duress alarms, Closed Circuit Television (CCTV), intruder alarms, lighting and the like.

In particular the Project Manager shall ensure the security of the site at the interfaces of works under construction and areas occupied by the health centres. This shall include the security of the site during fire egress from the occupied areas (both actual egress and 'false alarms').

8.9.15 No-Smoking Policy

All ACT Health facilities and campuses have a no-smoking policy, which prohibits smoking anywhere other than in the designated smoking areas.

The Project Manager shall ensure there is no smoking on the sites, no smoking within the buildings under construction and no smoking within site accommodation including offices and Sub-Contractors' and Trade Contractors' facilities.

8.9.16 Adjoining Property

The Project Manager shall seek approval for all necessary work to or on adjoining property (i.e. outside the approved site fence position) and shall, as a minimum:

- a. undertake dilapidation inspections and prepare reports on adjoining properties, including roads and site installations, prior to commencing demolition and again prior to commencing any works which may affect adjoining properties
- b. provide maximum notice of work on existing property, including work within occupied buildings, and in no case less than five working days
- c. undertake all planning and action necessary to minimise the duration of work on adjoining property
- d. provide all necessary safety measures for the protection of hospital staff, patients and visitors
- e. provide all necessary protective measures to limit damage to adjoining property
- f. undertake all necessary reinstatement, damage repair and cleaning at the completion of works to adjoining property

8.9.17 Site Restrictions

The Project Manager shall ensure the observation by all site personnel and site visitors of site restrictions including but not limited to:

- a. the access to and from the site across the campus shall be only within the approved routes and ingress to and egress from the campus shall only be at the approved campus entrances
- b. all movements on and off the site shall be in a forward direction; all turning into and out of the site and into and out of the campus shall be left-hand turns only unless express approval in writing is provided
- c. the Sub-Contractors, Trade Contractors and suppliers shall only use the food outlets nominated for use of construction personnel on the campus or within Health occupied facilities
- d. the Project Manager, its employees, Sub-Contractors, Trade Contractors and suppliers shall not be permitted to park on any part of the hospital campus outside of the site fences
- e. the Project Manager shall ensure that the wheels, undercarriage and body of all vehicles leaving the site are free of mud and that mud is not carried on to adjacent roads or other paved areas
- f. the Project Manager shall ensure the site frontages all around are maintained in a tidy and safe condition and are free of debris, mud and dust
- g. the playing of radios and music on the site shall be prohibited and shall be controlled by the Project Manager and as required by the Principal's Representative or Superintendent
- h. the Project Manager shall ensure that site personnel do not use the hospital toilets and other amenities outside the site area unless specific approval is given in writing by the Principal's Representative or Superintendent
- i. other than safety and statutory signage, and the project signboard, the only signage or display of names and logos shall be ACT Health, ACT Procurement Solutions, Thinc Health and the Project Manager— No Sub-Contractors' or Trade Contractors' signage or logos shall be permitted to be displayed on the site fences, hoardings or elsewhere

8.9.18 Coordination of Engineering Services

The Project Manager shall be responsible for the coordination of all engineering services. The Project Manager shall ensure all trade Contractors and Sub-Contractors coordinate and exchange all information regarding the correct and accurate location, size, tolerances, details, making good and statutory requirements of all such items. The Principal Consultant's Services Engineers shall be required to assist in the coordination of all engineering services as may be required by the Project Director.

8.9.19 Temporary Services

The Project Manager must provide and maintain all temporary services necessary for the execution of the works. The Project Manager must install such services in accordance with the requirements of the relevant authorities. The Project Manager must pay charges in connection with the installation and use of such services. On or before the date of Practical Completion, the Project Manager Contractor must disconnect temporary services and clear away all traces. The Principal Consultant's Services Engineers shall be required to assist in the coordination of temporary services as may be required by the Project Director.

8.9.20 Temporary Fire Extinguishers

Where the works have progressed to a stage which the Superintendent believes warrants the provision of fire-fighting appliances for the care and safety of the works, the Project Manager must provide such

appropriate fully charged, maintained and accessible fire extinguishers as are necessary for the care and safety of the works.

8.9.21 Environmental Management and Recycling

The Project Manager shall develop and implement an Environmental Management Plan for each site in accordance with the Agreement Section 3.02.

The Project Manager shall detail actions to reduce and divert waste and/or re-use viable waste material in the Waste Management Plan in accordance with the Agreement Section 3.06. The Waste Management Plan shall detail procedures that will ensure that surplus spoil, rock, and other excavated and demolition materials such as waste concrete, bricks, blocks, timber, metals, plasterboard, paper, packaging, glass and plastics are separately collected, recycled and therefore diverted from landfill.

8.10 Construction Management

8.10.1 Responsibilities Generally

The Project Manager shall have the primary responsibility for construction management throughout the project. Indicative roles and responsibilities of the various parties are outlined in the following table however the Project Manager shall be responsible for ensuring all parties provide timely and thorough input to all construction management tasks and deliverables.

TASK	PR	PD	HPM	PC	QS
<i>Organisation:</i>	<i>ACT Procurement Solutions</i>	<i>Thinc Health</i>	<i>Project Manager</i>	<i>Principal Consultant & sub- consultants</i>	<i>Quantity Surveyor</i>
FOR PROJECT MANAGEMENT – Project Manager as Superintendent:					
Plan, coordinate, direct and control the activities of all contractors			Primary	Input	
Stakeholder Management		Input	Primary	Secondary	
Liaison with CH, B&I and other users		Input	Primary	Secondary	
Dilapidation Surveys		Review	Primary	Input	
Environmental Control and Management		Review	Primary	Secondary	
Traffic Access and Management		Review	Primary	Secondary	
Site Security		Review	Primary	Input	
Contract Administration – Financial	Approve <small>Note 1</small>		Primary	Input	Secondary
Contract Administration – Technical	Approve <small>Note 1</small>		Primary	Secondary	
Consider Alternatives	Approve	Review	Primary	Secondary	Input
Respond to Requests for Information		Input as appropriate	Primary	Secondary	

TASK	PR	PD	HPM	PC	QS
<i>Organisation:</i>	<i>ACT Procurement Solutions</i>	<i>Thinc Health</i>	<i>Project Manager</i>	<i>Principal Consultant & sub- consultants</i>	<i>Quantity Surveyor</i>
Monitor and report on Quality and conformance with standards & codes			Primary	Secondary	
Checking off-site fabrication			Primary	Secondary	Input
Inspections of the Work to ensure conformance with Documents			Primary	Secondary	
Inspections of the Work to ensure conformance with the Design Intent			Secondary	Primary	
RISSC Forms, including Stakeholder Consultation		Review	Primary	Input	
Programming and Status Reporting		Review	Primary	Input	Input
Defects Inspections and Lists		Review	Primary	Secondary	
Negotiate contract disputes	Approve <small>Note 1</small>		Primary	Input	Input
Manage Industrial Relations			Primary		

LEGEND	Primary	Primary responsibility for deliverable and for coordination of input of others
	Secondary	Secondary responsibility for deliverable including a significant contribution
	Input	Input to deliverable prepared by others
	Review	Review of deliverable prepared by others
	Approve	Approval of deliverable prepared by others
NOTES	1. ACT Procurement Solutions to approve as required by ACT Procurement Solutions	

8.10.2 Dilapidation Surveys – Engineering Services and Facilities

Prior to interference with and/or connection to any existing engineering service(s), the Project Manager shall undertake capacity testing and a dilapidation survey of all elements of that service in order to know (a) whether the service can support the changes and (b) if there is any detrimental effect on the service due to the interference with and/or connection. The procedures for all such engineering services testing and dilapidation surveys shall be agreed at least 4 weeks before the capacity testing and dilapidation survey commence. Consultation in this regard shall be with ACT Health Business & Infrastructure, InTACT and the Project Director; and the Project Manager shall coordinate and integrate the Engineering Trade(s) and the Engineering Consultant(s) in this process. The Principal Consultant and its Subconsultants shall provide all necessary input into the capacity testing and a dilapidation survey of engineering services prior to and following interference with and/or connection to existing engineering services.

The Project Manager and the Principal Consultant and its Subconsultants shall each comply with all procedures developed and/or required by the Project Director for the interference with and/or connection to existing engineering services.

Prior to the commencement of work on site the Project Manager shall undertake a Dilapidation Survey of all adjoining facilities and infrastructure, including roads. This shall include undertaking inspections with ACT Health and other representatives nominated by the Project Director; preparing a detailed record and report including drawings, written descriptions and photographs, especially of structural defects and other existing damage; and issuing the required number of copies for review and endorsement. The Principal Consultant and its Subconsultants shall provide all input into the Dilapidation Survey as may be required by the Project Director.

8.10.3 Existing Services/Facilities

The Project Manager shall undertake an audit of all existing services *prior to the commencement of construction on site*. The Construction Programmes and Site Management Plans developed by the Project Manager are to address the staging plan and work sequence required to maintain all services necessary for the operation of the health services including any temporary connections, diversions and the like.

The Project Manager shall, no later than 2 weeks of commencing work on site, prepare and submit a plan for the management of interruptions to engineering services and the shutdown of power or any other services. The Project Manager shall be responsible for the detailed planning of all such interruptions and shutdowns including but not limited to:

- a. Consultation and liaison with ACT Health and CH stakeholders, including obtaining stakeholders' endorsements
- b. the coordination of all planning and implementation activities
- c. the preparation of detailed planning deliverables to the satisfaction of the Project Director
- d. the development of event specific risk management matrices, including all necessary risk mitigation tasks
- e. the preparation of detailed task lists and timetables
- f. development of roles and responsibilities for all involved personnel, plus emergency contact details

8.10.4 Setting out the Works

The Project Manager shall be responsible for the accurate setting out of the works. Check surveys shall be required at milestone dates as directed by the Project Director and as identified in the Project Manager's programme and work method plan. A final survey will be required showing building corner coordinates, and floor, top of wall and roof RLs.

8.10.5 Details and Dimensions

The Project Manager shall check construction on site at regular intervals to ascertain that the working dimensions and tolerances shown on the drawings are being adhered to and to assure itself that such will fit in with the works as supervised. Should any discrepancy arise, it shall be immediately notified in writing to the Project Director.

8.10.6 Separate Project Managers and Contractors

The Project Manager shall allow access to, and provide attendance on, Separate Project Managers and/or Separate Contractors who may need to access the site for purposes of investigation, undertaking separate works, or the like.

8.10.7 Specialist Consultants

The Project Manager shall engage specialist external consultants necessary for the full and proper planning of the construction.

8.10.8 Labour Direction and Co-ordination

The Project Manager shall provide, either directly or, if and when approved by ACT Procurement Solutions, through its Subcontractors, all necessary labour for the completion of the works in accordance with the provisions of the contracts and specifications, including properly qualified personnel and all other staff as may be necessary to ensure constant and competent direction and superintendence of all trades in all phases and parts of the works and to comply with the standards required under the contracts and specifications.

The Project Manager shall be responsible for the proper co-ordination of the works, including the work of nominated sub-contractors and of all nominated suppliers.

The Project Manager shall superintend as far as is reasonably possible, all building components expressly made for the works manufactured off site, or stored or stockpiled off site.

The Project Manager shall ensure that the sequence of work prevents damage to completed work or delays.

8.10.9 Industrial Relations

The Project Manager shall be responsible for managing Industrial Relations (IR) on the Site. The Project Manager shall comply with the relevant Federal and Territory industrial relations legislation. The industrial relations requirements for these projects:

- a. may be in addition to, but are not in substitution for, any statutory requirements
- b. do not limit the powers of the Principal or the liabilities and responsibilities of the Project Manager

The Project Manager is to submit, before beginning work on the site, a statement detailing:

- c. the location of time and wage records and other documents that are required to be kept to verify ongoing compliance with all employment and legal obligations
- d. the names of Federal or ACT awards that are likely to cover subcontractors and other contractors on the project
- e. Verification of Compliance with IR Obligations

The Project Manager is to submit before beginning works on the site, a statement on the Project Manager's letterhead, signed by an authorised person attesting the Project Manager's compliance, in the preceding twelve months, with all employment and legal obligations, including, but not limited to:

- f. payment of remuneration to employees
- g. annual leave
- h. Long Service Leave Payment Scheme registration
- i. workers' compensation insurance, including self- insurance arrangements
- j. superannuation fund membership and contributions
- k. over-award payments such as redundancy fund contributions

If the Project Manager engages an independent industry or employer association or other specialist organisation to provide an auditing service to verify compliance with employment and legal

obligations, a statement or declaration from that organisation may be submitted instead of the statement by the Project Manager.

The Project Manager shall document and implement Project IR Plans. IR Plans must comply with the applicable legislation and be consistent with any IR Strategy submitted in conjunction with the Tender(s) and any amendments to that IR Strategy. The Project Manager shall submit the Project IR Plan before beginning work on each site and shall submit revisions to the Plan as required.

8.10.10 Salvaged Items

The Project Manager shall ensure all items are carefully removed and provided to ACT Health as may be directed by the Project Director per a Schedule of Salvageable Items. Salvaged items may not be used in the works.

8.10.11 Protection and Making Good

The Project Manager shall ensure the areas within the site and the areas in proximity to the site shall be adequately protected at all times during the execution of the works from any damage whatsoever. Such protection shall extend to existing finishes, existing services and fixed and loose fixtures, furnishings and any stock or merchandise within such existing parts of and areas within the site.

8.11 Safety Management

8.11.1 Responsibility

The Project Manager shall be responsible for the safety of all persons engaged in activities on their respective site including visitors to the site, and must undertake all things necessary to ensure their safety including complying with the requirements of any Federal or Territory Act or Ordinance relating to safety.

The Project Manager shall implement and maintain for the duration of the works on site a thorough safety induction process for all persons engaged in activities on the site.

The Project Manager shall coordinate with and cooperate with the ACT Health personnel responsible for the management of safety in occupied health facilities.

8.11.2 OH&S Management Plan

The Project Manager shall develop and prepare project-specific Occupational Health and Safety (OH&S) Management Plans and submit these to the Project Director, ACT Procurement Solutions and ACT Health for review. The Project Manager shall also ensure during the works that the Project Director, ACT Procurement Solutions and ACT Health are provided with all amendments, updates and modifications of the OH&S Management Plans.

The OH&S Management Plan must address all requirements of legislation affecting OH&S plans as well as any specific contract provisions.

8.11.3 Monitoring

The Project Manager shall provide an audit schedule as part of the OH&S Management Plan. The audit schedule shall include both internal and external (independent) audits of the implementation of the Project Manager's OH&S Management Plan by suitably qualified health and safety auditors. The Project Manager shall issue an invitation to the Project Director and ACT Health to take part in audits planned. Copies of all health and safety audits relevant to the site are to be provided to the Project Director, ACT Procurement Solutions and ACT Health.

ACT Health may carry out, or have appointed independent Health and Safety Auditors to carry out audits of the works. The Project Manager shall assist and provide any resources to assist in any such audit.

As part of the Project Manager Monthly Reports, the following safety data is to be provided for the previous month of activity and is to include cumulative details from the commencement of the works:

- a. number of workers and total person hours worked on site
- b. work period (dates)
- c. lost time report on
 - (1) days lost
 - (2) number of lost time injuries
 - (3) type, status, employer
 - (4) lost time injury frequency rate
 - (5) lost time incident rate
 - (6) average time lost (per lost time injury)
- d. first aid treatments
 - (1) number for period
 - (2) type
 - (3) body location
- e. medical treatments
 - (1) number for period
 - (2) type
 - (3) body location
- f. recorded incidents, near misses and non-compliance
 - (1) number for period
 - (2) type
- g. corrective actions
 - (1) raised
 - (2) closed out
 - (3) time period

The Project Manager shall issue a monthly report on the status of health and safety on the project to accompany the health and safety statistics. The report is to discuss and provide copies of:

- a. Government Inspections and actions on site including the issuing of any Provisional Improvement Notice (PIN) or prohibition notices
- b. Office of the Federal Safety Commission or ACT Workcover actions taken on site including any audit reports and corrective action notices issued
- c. external audits of the project and outcomes of the audit
- d. internal health and safety audits of the project and outcomes of the audit
- e. investigation reports or notifiable incidents

8.12 Handover and Commissioning Management

8.12.1 Responsibilities Generally

The Project Manager shall have the primary responsibility for handover and commissioning management throughout the project. Indicative roles and responsibilities of the various parties are outlined in the following table however the Project Manager shall be responsible for ensuring all

parties provide timely and thorough input to all handover and commissioning management tasks and deliverables.

TASK	CLIENT	PR	PD	HC/PM	PC
<i>Organisation:</i>	<i>ACT Health</i>	<i>ACT Procurement Solutions</i>	<i>Thinc Health</i>	<i>Project Manager</i>	<i>Principal & sub-consultants</i>
Handover and Commissioning Planning – pre-contract	Review		Input & Review		Primary
Handover and Commissioning Planning – post-contract	Review		Review	Primary	Secondary
Risk / Contingency Planning	Input		Input	Primary	Secondary
Handover and Commissioning Programming	Input			Primary	Input
Witness Testing	Input			Primary	Secondary
Operation and Maintenance Manuals	Review			Primary	Review
Work As Executed Drawings	Review	Review	Review	Primary	Secondary
Certification		Review	Review	Primary	Secondary
Warranties		Review	Review	Primary	Review
Training Planning and Implementation	Input		Input	Primary	Secondary
Procure Relocation Contractor – PM delivery	Input	Secondary Note 1	Review	Primary	Input
Plan; Manage and Superintend Relocation – PM delivery	Input		Input	Primary Note 1	Input
Maintenance Plans and Logs	Review			Primary	Review
Emergency Call Out	Input		Review	Primary	Input
Insurances	Secondary	Input		Primary	Input
Keys and Security	Secondary		Review	Primary	Review
Defects Rectification	Input		Review	Primary	Secondary

LEGEND	Primary	Primary responsibility for deliverable and for coordination of input of others
	Secondary	Secondary responsibility for deliverable including a significant contribution
	Input	Input to deliverable prepared by others
	Review	Review of deliverable prepared by others
	Approve	Approval of deliverable prepared by others
NOTES	1. Assisted by the Relocations Consultant	

8.12.2 Handover Plan

The Project Manager shall plan and manage the handover to ACT Health of the facilities in portions. Handover shall be planned in conjunction with, and in consultation with, a Commissioning and Handover Working Group to be facilitated by the Project Director.

The Project Manager shall prepare a Handover Plan covering as a minimum:

- a. Certificate of Occupancy
- b. insurance responsibilities
- c. consolidated register of defects from Project Manager and Principal Consultant
- d. handover of keys
- e. security management
- f. spares delivered, correctly labelled and stored
- g. all test certification and inspection reports
- h. Work as Executed drawings
- i. operational and maintenance manuals
- j. maintenance contracts
- k. emergency evacuation plans
- l. operational and maintenance plans
- m. access procedures
- n. procedures and contact list for works after handover and defects rectification during DLP
- o. emergency breakdown procedures and contacts
- p. training of operators and staff
- q. defects liability and maintenance periods finalisations

8.12.3 Commissioning Planning and Management

The Project Manager shall be responsible for the integration of the builders' commissioning activities with the hospital's operational commissioning.

The Project Manager together with the Principal Consultant shall prepare an Integrated Commissioning Plan, which shall include as a minimum:

- a. builders' commissioning planning and implementation
- b. handover planning
- c. hospital's operational commissioning

8.12.4 Warranties

The Project Manager shall obtain warranties for the Client from Trade Contractors and Subcontractors and shall make recommendations for approval to the Client. The extent of the warranties shall be at the direction of the Principal's Representative.

8.12.5 Relocations

The Project Manager shall plan, manage and superintend all required relocations for the projects including but not limited to:

- a. Engagement of a Relocations Consultant who shall assist the Project Manager to plan, programme, manage and superintend the Relocations Contractor
- b. Relocations within Radiation Oncology building and Building 3 and from the Radiation Oncology building and Building 3 into the new facility
- c. Any necessary warehousing of FF&E and supply to site in final locations

8.13 Furniture Fittings and Equipment Management

8.13.1 Responsibilities Generally

Once appointed the Project Manager shall have the primary responsibility for Furniture, Fittings and Equipment (FF&E) management. Note that the Principal Consultant shall have the primary responsibility for FF&E management up until the appointment of the Project Manager. Indicative roles and responsibilities of the various parties are outlined in the following table however the Project Manager shall be responsible for ensuring all parties provide timely and thorough input to all FF&E management tasks and deliverables. Refer also to FF&E Classification below.

TASK	CLIENT	PR	PD	PM	PC	QS
<i>Organisation:</i>	<i>ACT Health</i>	<i>ACT Procurement Solutions</i>	<i>Thinc Health</i>	<i>Project Manager</i>	<i>Principal Consultant & Sub-consultants</i>	<i>Quantity Surveyor</i>
FF&E Plan and Programme – PM delivery	Input	Input	Input	Primary	Secondary	Input
Groups 1, 2 & 3 FF&E Schedule up to end-FSP	Input & Approve	Input	Review	Secondary (PM)	Primary	Input
Groups 1 & 2 FF&E:						
FF&E Groups 1 & 2 FF&E Schedule – DR, construction & commissioning phases	Input & Approve	Input	Review	Secondary	Primary	Input
Group 1 FF&E Procurement		Approve		Primary	Input	Input
Group 1 FF&E Administration and accounting				Primary		Input
Asset Management Data to ACT Health	Input			Primary	Secondary	
Installation and Commissioning Management	Input			Primary	Input	
Operation and Maintenance Manuals	Review			Primary	Secondary	
Witness Testing	Input		Review	Primary	Secondary	
Certification		Review		Primary	Secondary	
Warranties		Review		Primary	Review	

TASK	CLIENT	PR	PD	PM	PC	QS
<i>Organisation:</i>	<i>ACT Health</i>	<i>ACT Procurement Solutions</i>	<i>Thinc Health</i>	<i>Project Manager</i>	<i>Principal Consultant & Sub-consultants</i>	<i>Quantity Surveyor</i>
Training Planning and Implementation	Input		Input	Primary	Review	
FF&E Defects Rectification	Input		Review	Primary	Secondary	
Groups 2 & 3 FF&E:						
FF&E Groups 2 & 3 FF&E Schedule – DR, construction & commissioning phases	Primary		Review	Input	Secondary	
FF&E Group 3 FF&E Procurement	Primary	Secondary				
Groups 2 & 3 FF&E Administration and accounting	Primary	Secondary	Review (Project Budget)	Input		
Group 3 FF&E Relocation Management	Input			Primary		
Group 3 FF&E Commissioning Management	Primary					

LEGEND	Primary	Primary responsibility for deliverable and for coordination of input of others
	Secondary	Secondary responsibility for deliverable including a significant contribution
	Input	Input to deliverable prepared by others
	Review	Review of deliverable prepared by others
	Approve	Approval of deliverable prepared by others

8.13.2 FF&E Classification

FF&E shall be classified as follows and generally managed as outlined in the Australasian Health Facility Guidelines:

- a. Group 1 = FF&E supplied and installed under Subcontracts and/or Trade Contracts and directly managed by the Project Manager
- b. Group 2 = FF&E supplied through ACT Health and installed under Subcontracts and/or Trade Contracts directly managed by the Project Manager; Group 2 FF&E can be New or Transfer
- c. Group 3 = FF&E supplied through ACT Health and warehoused and installed under a Relocation Subcontract or Trade Contract directly managed by the Project Manager; Group 3 FF&E can be New or Transfer

- d. Group 4 may be used as a classification to describe items not included in the project budget under the CADP such as consumables

8.13.3 FF&E Plan

The Principal Consultant shall prepare a FF&E Plan and a FF&E Programme in consultation with ACT Health, ACT Procurement Solutions and the Project Director. The Project Manager shall take over this role from the Principal Consultant upon appointment of the Project Manager however the Principal Consultant shall continue to assist the Project Manager with the FF&E Plan and FF&E Programme. The content and detail of the FF&E Plan and FF&E Programme shall be to the satisfaction of the Project Director.

8.13.4 FF&E Tasks

The FF&E tasks for the Principal Consultant shall include, but not be limited to:

- a. Upon engagement of the Principal Consultant:
 - i. Prepare the FF&E Plan and the FF&E Programme in consultation with ACT Health, ACT Procurement Solutions and the Project Director
 - ii. Review the preliminary Room Data Sheets and associated preliminary FF&E Schedules as prepared by the Project Director using the HFBS
- b. During PSP:
 - i. Undertake consultation meetings with stakeholders in regard to developing the Room Data Sheets and associated FF&E Schedules – the extent of stakeholder consultation shall be to the satisfaction of the Project Director
 - ii. Update the Room Data Sheets and associated FF&E Schedules based upon the stakeholder consultation and using the HFBS
 - iii. The intention is for the Room Data Sheets and associated FF&E Schedules updated at PSP phase to be the brief for the 1:50 room layout drawings to be prepared during the FSP phase; thus the PSP Room Data Sheets and associated FF&E Schedules are to be sufficiently complete in order to provide all required information at the beginning of FSP to enable the Architect to draw the room layouts and to enable the Services Engineers to commence points schedules and other detailed design work
 - iv. The PSP FF&E Schedules shall indicate all FF&E, ie Groups 1, 2 and 3
- c. During FSP:
 - i. Undertake consultation meetings with stakeholders in regard to updating the Room Data Sheets and associated FF&E Schedules – the extent of stakeholder consultation shall be to the satisfaction of the Project Director
 - ii. Update the Room Data Sheets and associated FF&E Schedules based upon the stakeholder consultation and using the HFBS
 - iii. The FSP FF&E Schedules shall indicate all FF&E, ie Groups 1, 2 and 3; all FF&E selections shall be made in consultation and liaison with stakeholders and ACT Health's FF&E personnel
 - iv. At the completion of FSP the Principal Consultant shall provide to ACT Health the data base with the Groups 2 and 3 FF&E to enable ACT Health to take over the scheduling, management, procurement of and accounting for Groups 2 and 3 FF&E
- d. During DR:

- i. Update the Room Data Sheets and associated FF&E Schedules as required and to the satisfaction of the Project Director
 - ii. Liaise with ACT Health in regard to any Group 2 and 3 changes which are to be incorporated onto the Architect's 1:50 room layouts and into the rest of the technical documentation
 - iii. Liaise with ACT Health in regard to final Group 2 selections
 - iv. Prepare the Groups 1 and 2 FF&E Schedules for tender and prepare a discrete FF&E section for the Specification
- e. During Construction and Builder's Commissioning:
- i. Update the Groups 1 and 2 FF&E Schedules and Specification as required for construction
 - ii. Liaise with ACT Health as necessary in regard to its development of its Groups 2 and 3 FF&E Schedules and make all necessary changes to technical documents which may arise from changes to the Groups 2 and 3 FF&E Schedules
 - iii. Assist the Project Manager as required in its liaison with ACT Health in regard to the supply of Group 2 FF&E
 - iv. Assist the Project Manager as required in its Superintendence of the Sub-contractors' and/or Trade Contractors' provision of samples of Group 1 FF&E for technical review and ACT Health review
 - v. Assist the Project Manager as required in its Superintendence of the Sub-contractors' and/or Trade Contractors' installation and commissioning of Groups 1 and 2 FF&E including all necessary witness testing and/or user training
 - vi. Undertake defects inspections on Groups 1 and 2 FF&E
- f. During Operational Commissioning:
- i. Assist ACT Health as required in its planning and management of Operational Commissioning, including the provision of all necessary documents in a timely manner (eg drawings, schedules, test data, operation and maintenance manuals, and the like)
- g. During DLP and Maintenance Periods:
- i. Update the Groups 1 and 2 FF&E Schedules and Specification to reflect Work as Executed
 - ii. Assist the Project Manager as required in its Superintendence of the Sub-contractors' and/or Trade Contractors' work in the DLP and Maintenance Periods in regard to Groups 1 and 2 FF&E

8.14 Deliverables

8.14.1 Deliverables Generally

All deliverables are to be submitted to the Project Director for the Project Director's review and/or for seeking ACT Procurement Solutions' or ACT Health's approvals. The Principal Consultant or following novation, the Project Manager, shall be responsible for programming all such reviews and approvals; for ensuring deliverables are submitted in time for review and approval; and for amending and/or finalising deliverables as may be required from such reviews.

8.14.2 Project Deliverables

The project deliverables to be managed and submitted by the Principal Consultant include, but are not limited to, the following:

- a. Design Management Plan (DMP) to be submitted to the Project Director within 3 weeks of engagement of the Principal Consultant. The DMP shall describe the Principal Consultant's approach to design management, through the design phases as well as through the construction and commissioning phases; approach to approvals and certification management; approach to communication management and stakeholder coordination; and the like. The DMP shall address the following key components *as a minimum*:
- (1) Design team roles and responsibilities
 - (2) Outline of inputs and outputs at each design phase
 - (3) Design communications management and protocols, including organisational charts
 - (4) Stakeholder management structure, consultation and endorsement process
 - (5) Stakeholder and design meetings schedule and protocols
 - (6) Client and authorities approvals scope and processes
 - (7) Design certification scope and timing
 - (8) Required deliverables and design reviews / approvals process
 - (9) Project reporting, including monthly reports
 - (10) Design time management and programming, including strategies to avoid and mitigate delays
 - (11) Quality management
 - (12) Scope and change management
 - (13) Risk management (see below)
 - (14) Safety in Design (see below)
 - (15) OH&S management
 - (16) Environmental management
 - (17) WIMS documentation and information management procedures
- b. Risk Management Plan (RMP) – The Principal Consultant's RMP shall include a risk management matrix in the CADP risk management matrix template or similar approved format. This matrix is to be reviewed in risk management workshops to be facilitated by the Principal Consultant and to the Project Director's requirements. The Principal Consultant's RMP shall be kept up to date throughout the project and shall inform, and be informed by, all other plans. The RMP shall be prepared in accordance with the guidance provided in AS-4360 Risk Management
- c. Safety in Design proposal, in writing, to be submitted to the Project Director within 3 weeks of engagement of the Principal Consultant
- d. Programmes in Primavera P6 or Microsoft Project supplied in both PDF and electronic format and including:
- (1) To be updated showing any changes or progress, and actual dates on a monthly, or ad-hoc basis, or as and when requested by the Project Director,
 - (2) Design Programme showing all work activities, documentation deliverables, reports, reviews, meetings, Client / Stakeholder approvals, and Authority Approvals,

- (3) Progressed programmes are to be updated progressing actual dates up to the 'Data Date' or 'Status Date' as nominated by the Project Director, and any uncompleted work is to be rescheduled from this date forward.
- (4) *No activities are to be deleted or activity ID numbers changed*, once the Tender or Contract programme is submitted. If an activity becomes obsolete then add to the end of the existing activity description, "DELETED", and set the duration to zero. This is to maintain continuity with original programmes, baselines, and relationship logic.
- e. Environmental Management Plan (EMP) – The Principal Consultant's EMP shall be a project-specific plan to comply with all relevant environmental management requirements and procedures, and also incorporating CADP and Canberra Hospital requirements where directed
- f. Agendas for, and minutes of, all meetings
- g. Current Issues List – A Current Issues List shall be developed and maintained by the Principal Consultant and submitted weekly to the Project Director. Current issues in the areas such as scope, design, stakeholder consultation, cost, programme, authorities approvals and the like are to be highlighted in this list
- h. Principal Consultant Monthly Report – The Principal Consultant's Monthly Report is to be submitted monthly to ACT Procurement Solutions and to the Project Director on a date to be advised by the Project Director. The report shall include as a minimum:
 - (1) Project summary
 - (2) Programme status
 - i. current
 - ii. anticipated
 - iii. variations / extensions of time (report month plus cumulative)
 - (3) Safety, quality and environmental status
 - i. safety issues including lost time to injury records
 - ii. quality management compliance
 - iii. environmental compliance and issues
 - (4) Design status, key issues and risks
 - (5) Project approvals status
 - (6) Scope management and change register
 - (7) Human resources status and staffing levels, including for Subconsultants
 - (8) Updated documentation / trade package schedule
 - (9) Risk management report and updated matrices
 - (10) Document control

8.14.3 Design Deliverables

The design deliverables to be prepared by the Principal Consultant and its subconsultants shall include, but are not limited to, the following:

- a. Review of Current Documentation – Report with all necessary sketches

- b. Preliminary Sketch Plans – Drawings and Report including Room Data Sheets and FF&E Schedules
- c. Final Sketch Plans – Drawings, Draft Specification and Report including Room Data Sheets and FF&E Schedules
- d. Development Application – Drawings and Report including all necessary inputs required by Authorities
- e. Documentation Readiness – Tender Documentation including Drawings, Specification and Report
- f. Documentation Readiness – Construction Documentation including Drawings and Specification
- g. Design Certification – Documentation
- h. Design Certification – Construction
- i. Works as Executed Documentation
- j. Defects Listings
- k. Post-occupancy Reports

The Principal Consultant shall refer also to the requirements of the Basic Brief and incorporate all design deliverables noted therein.

8.14.4 Cost Management Deliverables

The cost management deliverables to be prepared by the Quantity Surveyor shall include, but are not limited to, the following:

- a. Review of Current Documentation – Cost Report
- b. Preliminary Sketch Plans – PSP Cost Plan and Cost Report, including Preliminary PSP Cost Plan at approximately 66% PSP completion, and including updated Cash Flow
- c. Final Sketch Plans – FSP Cost Plan and Cost Report, including Preliminary FSP Cost Plan at approximately 66% FSP completion, and including updated Cash Flow
- d. Documentation Readiness – DR Cost Plan and Cost Report, including Preliminary DR Cost Plan at approximately 66% DR completion, and including updated Cash Flow
- e. Documentation Readiness – Pre-tender Estimate based upon Tender Documentation
- f. Documentation Readiness – DR Cost Plan updated for Construction Documentation and project Cash Flow updated to reflect Head Contractor’s cash flow forecast
- g. Construction – Cost Reports including updated Cash Flow
- h. Construction – Progress Certificates / Payment Schedules; variation assessments and recommendations; and the like
- i. Quantity Surveyor Monthly Report – The Quantity Surveyor’s Monthly Report is to be submitted monthly to ACT Procurement Solutions and to the Project Director on a date to be advised by the Project Director. The report shall include as a minimum:
 - (1) Financial status
 - i. cost report, including highlighting all budget transfers
 - ii. cash flow report
 - iii. contingency funding reconciliation and status

- iv. variations – approved, pending and possible (report month plus cumulative)

8.14.5 Procurement Deliverables

The procurement deliverables to be managed and submitted by the Principal Consultant shall include, but are not limited to, the following:

- a. For Project Management delivery:
 - i. Trade Package Documentation Schedule
 - ii. Sub-contracts and Trade Contracts Tender Documentation (technical documents)
 - iii. Sub-contracts and Trade Contracts Contract Documentation (technical documents)

8.14.6 Construction Deliverables

The construction phase deliverables to be managed and submitted by the Principal Consultant shall include, but are not limited to, the following:

- a. Technical deliverables such as:
 - (1) Clarifications including sketches where required (Note: by the end of each month all sketches are to be incorporated in amended full-size CAD drawings)
 - (2) Drawings, Schedules and Specifications updated and amended to suit all changes and clarifications required on site
 - (3) Assessment and recommendations on Alternatives put forward by contractors
 - (4) Review reports (in writing *together with* marked-up drawings as appropriate) on shop drawings, samples, technical data, prototypes, warranties, WAE drawings, manuals, maintenance plans and the like
 - (5) All required certification

The construction phase deliverables to be managed and submitted by the Quantity Surveyor shall include, but are not limited to, the following:

- (1) Assessment of Variation claims
- (2) Assessment of Progress claims

The construction phase deliverables to be managed and submitted by the Project Manager shall include, but are not limited to, the following:

- (1) Registers of all Contract Management forms such as RFIs, site memoranda, site instructions, inspection reports, variation claims, variation orders and the like
- (2) Progress assessments and certificates / payment schedules
- (3) Variation and Extension of Time assessments and recommendations
- (4) Management and provision of contractors' deliverables including securities and bank guarantees

9.0 QUALITY MANAGEMENT

9.1 General

The Principal Consultant shall undertake the design and all associated work in accordance with Quality Assurance requirements detailed in Attachment A (forms USF944 and USF960 as applicable).

9.1.1 Design Verification

In particular, the Principal Consultant shall submit a design plan and/or a design verification plan in accordance with Quality Requirements - Document Submission Form **USF960**.

9.1.2 Design Changes

The Principal Consultant shall undertake the design in accordance with Quality Assurance requirements detailed in Attachment A (forms USF944 and 960). The Principal Consultant shall notify the Project Director and Principal's Representative in writing where the need for a significant design change becomes evident and shall obtain the Principal's Representative's written approval for any significant design change.

A significant design change is a change to a Client approved design which:

- a. significantly affects the basis of the Client's design approval, or
- b. significantly affects a formal commitment regarding the design made directly to another agency, or
- c. affects the Client's specified requirements

At final design (Document Readiness) stage the consultant is to certify that the design meets all statutory requirements and the Principal's requirements.

9.2 Superintendence and Contract Administration

Within 2 weeks of contract award, the Project Manager is to submit a detailed plan for assuring the quality of the contract works and administering the contract (ie: Superintendence phase Quality Plan).

9.3 Design Validation

The Principal Consultant shall plan and undertake validation of the design in accordance with the requirements below to ensure that the works conform to defined user needs and/or requirement.

Submissions on design validation shall be lodged in accordance with the requirements for document submission set out in Form USF960.

9.4 Certificate of Compliance (Form USF957)

The Certificate of Compliance, Form USF957, is used with progress claim submissions and at completion of the works to monitor the completion stages of work and the provision of relevant Quality Records.

The Principal Consultant shall review the submitted form USF957 and associated documentation against the contractor's approved schedule of quality records for completeness and acceptability and, as applicable, take appropriate action on non-complying or outstanding matters. The Principal Consultant shall complete the relevant part of Form USF957 and distribute copies as appropriate.

It is required that the Principal Consultant confirms the Contractor's verification/certification that the Work As Executed drawings and asset lists are being progressively prepared to ensure that there is minimum delay in the formal submission of those mandatory quality records at completion of the project.

9.5 Requirements for Contractors

When the estimated cost for the construction contract is above \$100,000 (inclusive of GST), the Principal Consultant shall determine the quality requirements to be included in the tender documents.

These requirements shall be detailed in a further set of forms USF944, USF957 and USF960 in accordance with the document "ACT Procurement Solutions Guideline for Production of Tenders and

Contracts for Construction Projects Using AS2124 1992 General Conditions of Contract” and shall incorporate any Infrastructure Procurement specified requirements which apply to construction works.

10.0 REQUIRED INCLUSIONS FOR THE TENDER RESPONSE

Note: The Required Inclusions outlined in the table below shall be read in regard to the **Weighted Criteria** tabled in the Request for Tender clause 3.2 **Evaluation Criteria**. Tenderers should provide detailed responses addressing the Weighted Criteria and in doing so Tenderers should ensure that they address each of the items noted in the column headed 'Required Inclusions'.

Weighted Criteria	Tender Section	Required Inclusions
A – Appreciation and understanding of the project requirement and tasks including:	1.0	Appreciation and Understanding
<ul style="list-style-type: none"> ▪ Detailed response outlining the Proponent’s understanding of the key project goals and objectives, and how they can be best achieved within the parameters provided in the RFT; 	1.1	Within its <u>detailed response</u> the Tenderer is to include the following: <ul style="list-style-type: none"> • demonstrate that the Tenderer understands the role, tasks and responsibilities to be undertaken
<ul style="list-style-type: none"> ▪ Detailed response indentifying the key project tasks and methodology for achieving the requirements of the RFT; 	1.2	Within its <u>detailed response</u> the Tenderer is to include the following: <ul style="list-style-type: none"> • building a collaborative relationship with the Project Director, Principal’s Representative and Client’s Representative • the Tenderer’s approach to cost management within each project phase, including cost plan milestones and value engineering
<ul style="list-style-type: none"> ▪ Strategy to develop and interpret the client brief and requirements to produce an improved end product 	1.3	Within its <u>detailed response</u> the Tenderer is to include the following: <ul style="list-style-type: none"> • the Tenderer’s understanding of, and experience in, health care facilities cost management
B – Nominated key personnel	2.0	Nominated Project Team
<ul style="list-style-type: none"> ▪ The project team structure with detailed roles and responsibilities of all members of the team; 	2.1	The Tenderer is to include in its response: <ul style="list-style-type: none"> • an organisational chart highlighting which key personnel shall be Canberra-based • roles and responsibility statements for all key personnel
<ul style="list-style-type: none"> ▪ Detailed task and time (percentages) allocated to each of the team members against each phase of the project as described in the RFT 	2.2	The Tenderer is to include in its response: <ul style="list-style-type: none"> • a spreadsheet showing the nominated resources and level of involvement of each personnel at each phase (indicating person days per month) – refer to section 6.2 of this Principal Consultant Brief for the phases

Weighted Criteria	Tender Section	Required Inclusions
<ul style="list-style-type: none"> ▪ A Statement of Availability for all team members and provide detailed back up/relief personnel for key team members and strategies to manage staff changes over the course of the project. Provide details of personnel who will provide local representation throughout the project; 	2.3	<p>As noted at left the Tenderer is to include in its response:</p> <ul style="list-style-type: none"> • Statement of Availability for <u>all team members</u> • back up/relief personnel for key team members • strategies to manage staff changes • details of personnel who will provide local representation
<ul style="list-style-type: none"> ▪ Provide evidence of experience and technical ability (<i>level of expertise</i>) for all proposed team members for this project, including back up/relief staff. Include reference to previous projects undertaken in the last five (5) years and CVs of proposed staff including performance related independent referees. Where expertise is to be provided by sub-consultants, similar evidence of experience and technical ability is to be provided. 	2.4	<p>As noted at left the Tenderer is to include in its response:</p> <ul style="list-style-type: none"> • evidence of experience and technical ability (<i>level of expertise</i>) for all proposed team members for this project, including back up/relief staff • highlight reference health project experience and experience on projects of this size and complexity • curricula vitae for all nominated key personnel including performance related independent referees

11.0 ATTACHMENTS

- A. Quality Requirements
- B. Sample RISSC Application Form
- C. Project Director's Design Management Plan
- D. Section 32 of Draft Project Definition Plan
- E. Room Data Sheets
- F. Existing plans/ adjacent projects.

Attachments are available on CD from the Contact Officer.

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Exempt – Section 43 Business Affairs