



**Queensland
Government**

Department of
Education, Training
and the Arts

Department of Education, Training and the
Arts
Capital Works Program
New Schools & Major Projects

TERMS OF REFERENCE

FOR

PROJECT MANAGEMENT TEAM

***Park Lake State School
Stage 2***

Closes: 2.00pm, Friday, 27 February 2009

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Attachment A Schedule of Project Specifics

Attachment B General Conditions of Contract

NOTE: The following Attachments are contained on the CD provided.

Attachment C Template format and inclusions required for the Project Definition Plan (Part A)

Attachment D Maintenance Life-Cycle Plan

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Attachment I Template Procurement Submission for DPW Works Committee

1. GENERAL

This consultancy is for the provision of professional services in the role of the Project Manager for the project. The Project Manager role includes provision of project planning, leadership, organisation and control both directly:

- As Project Manager and Superintendent (and Superintendent's Representative) or Principal's Representative under the contract and,

Indirectly:

- By engagement of a specialist Quantity Surveyor for cost advice, audit and certification; and
- By engagement of a specialist Programmer for programming services.

The Project Manager will coordinate and have overall responsibility for the work and performance of any sub-consultants nominated as part of the Project Management Team.

The Project Manager is to provide the Department of Education, Training and the Arts (DETA), in a thoroughly competent and professional manner and with all reasonable diligence and expedience, Project Management services for the delivery of the project within specified time, cost and quality parameters.

2. BACKGROUND

DETA's Capital Works Program of is a rolling program in excess of \$300 million per annum incorporating a range of sub-programs. The delivery of new schools to meet population growth and contemporary curriculum initiatives is one of these sub-programs. The project that is subject of this Terms of Reference, is part of the new schools sub-program.

The new schools projects (and stages of new schools) are delivered through the engagement of other Government agencies and/or external organisations in close consultation with Project Coordinators of DETA.

Project Coordinators are the assigned project directors and act as the single point of contact on individual projects for DETA.

DETA requires the earliest possible start to construction to ensure projects are delivered by the commencement of each school year. Preferred programs allow construction to be completed by early November in the year before the facility is required, for example, by November 2007 if required for start of the 2008 school year.

3. GENERAL DESCRIPTION OF THE PROJECT

The project is a new 2 storey building containing 4 General Learning Areas on the first floor and 4 General Learning Areas on the ground floor with covered link access to connect the new building to existing covered link system.

Project Specifics are included in **Attachment A**.

4. OBJECTIVES ENCOMPASSING THE CONSULTANCY SERVICE

Objectives of this service reflect the vision of DETA's Capital Works Program. It is important that the successful consultant shares this vision and assists in incorporating these objectives into the Project Management service for the project.

Project Objectives

- Efficiency in Building Design to achieve Value for Money in capital and recurrent costs without compromising service provision. Simple, cost effective, functional design solutions and construction techniques similar to domestic style are considered appropriate. Aim for minimal recurrent costs.
- Reliable definition of Life Cycle Costing parameters for engineering systems, materials and finishes.
- Building Design sympathetic with the existing school buildings/environment.
- On existing school sites, to maintain delivery of fully functional adjoining facilities services during the development and construction of the project while minimising the impact of construction on students, staff and public.
- To provide a facility in accordance with the approved budget.
- To provide facilities that respond to the clients service needs and priorities on site, and which are flexible so as to respond to changing future needs.
- To develop and maintain a suitable communication and consultation process for the project, and to communicate project objectives to the relevant stakeholders.
- To deliver the project at the earliest time and within financial budgets.

Outcomes for the Project

- Provide safe, hygienic buildings.
- Provide same opportunities and choices for disabled persons that ambulant persons enjoy.
- Maximise energy efficiency.
- Extend useful life and give functionality to buildings throughout life.
- Enable certain spaces required for special reasons to be used for other purposes also.

DETA Process Requirements

The Consultant will be required to work within the procedural parameters established by DETA. In particular, the Consultant must be cognisant of and comply with the principles enunciated in the following documents unless otherwise noted in this Terms of Reference: -

- Initiation Brief dated 05 November 2008.
- Education Queensland - Design Requirements Version 1.03 (Dated Sept 2006)
- DETA's ICT Standards for Cabling – Complex (DISC-C) 2008

DETA is eager to maximise cost efficiencies derived from this capital project by the performance of the consultant teams to ensure that program funds are used as effectively and efficiently as possible and represent value for money.

To this end, DETA and its Consultants are required to adhere to whole of Government standard procedures and work processes contained in the Capital Works Management Framework administered by the Department of Public Works (<http://www.build.qld.gov.au/amps/amps03a.asp>). The Project Brief and the DETA Design Requirements for School Facilities are to inform project specifics.

Provision of a maintenance plan detailing element life cycles including whole-of-term replacement schedules to be provided upon practical completion. An example plan is included in **Attachment D** for your reference.

Post Occupancy Evaluations have been undertaken on various schools and are also to be considered during the Project Definition Plan / Design processes. These are available for review at the office of the New Schools Unit by prior appointment with the Project Coordinator.

5. BUDGET PRINCIPLES

Commitments of DETA's Capital Works Program require stringent budget and cost control on each new school and new school stage project.

Cost planning at each stage of design, its development and documentation and at construction is underwritten by risk-assessed contingencies, the management of which is focused on the achievement of the stated project objectives within the established budget.

Contingencies managed at the project level are to ensure that any budget savings are transferred back to the overall Capital Works Program for further capital investment and delivery of high priority DETA capital projects.

The budget for this project has been determined at the amount as nominated in **Attachment A** and has been calculated on the information contained within the Facilities Services Brief. This amount includes all design and construction costs, contingencies, statutory fees and charges, loose furniture/fittings/equipment and any associated decanting costs.

Consultants should note that fees are to be based on the prescribed project scope not the project budget. Additional fees will not be considered unless the scope of the work or scope of services alters.

6. PROGRAM

The project is to be delivered by the target date nominated in **Attachment A**. The Project Manager shall prepare a detailed program in consultation with the Project Coordinator to achieve this target allowing sufficient time for client reviews and approvals. Part A of the commission is to be completed within the time nominated in **Attachment A**.

Consultants should note that provision should be made in its submission for changes that may occur. No claim for additional fees resulting from a change in program will be considered.

7. PROCUREMENT MODEL

Preparation of the Project Definition Plan will include an analysis of the available procurement model options, including Traditional Lump Sum and forms of Non-Traditional such as Design and Construction Management, Managing Contractor etc.

The Project Manager will be responsible for the provision of professional advice in the selection of appropriate procurement models as part of the Project Definition Plan. DETA reserves the right to final procurement model selection.

If the project is deemed to be either a significant or high-risk project, the procurement model will be determined by the DPW Contracts Procurement Committee.

All procurement processes must be conducted in accordance with all State Government legislation and policies including the Capital Works Management Framework. Accordingly, the preferred procurement model must be submitted and approved by the Department of Public Works Contracts Committee prior to tenders being called (template provided, refer **Attachment I**).

8. PROJECT TEAM STRUCTURE

Project Steering Committees: chaired by DETA's Project Coordinator, provide strategic direction for individual new school projects. Membership normally includes:

- Project Coordinator (Chair);
- School Principals (or College Directors as appropriate)
- Executive Director (Schools) of the relevant DETA Region if the Principal is not appointed;
- Facilities Manager, relevant Region;
- Project Manager (minutes); and
- Principal Consultant

Project Management Team: It is anticipated that the following professional disciplines would form the basis of the Project Management Team:

- Project Manager
- Quantity Surveyor
- Specialist Programmer
- Other sub-consultants considered necessary under separate commission:
 - traffic engineering consultants,
 - townplanning consultants etc to facilitate the designation.
 - Contour and Detail survey
 - Geotechnical Investigations

The Project Manager is to pay the actual fees with reimbursement by DETA to PM (that is, fees for the engagement and management of the specialist sub-consultant to be allowed for in the project management fee submission).

Principal Consultant Team: It is anticipated that the following professional disciplines would form the basis of the Principal Consultant Team:

- Architect
- Interior Design
- Landscape Architect
- Civil and Structural Engineer
- Electrical/Mechanical, Security & Communications Engineer
- Hydraulics Engineer
- Specialist Building Code of Australia Consultant / Building Certifier
- BDA Consultant
- Other sub-consultants considered necessary e.g.
 - Acoustics Engineer
 - Environmental Engineer

Responsibility of managing the actual program and cost objectives of the project lies with the Project Manager with advice provided by the Principal Consultant as required. The Project Manager is required to take direction from the Project Coordinator for final decisions regarding any aspect of the project. The Principal Consultant is required to take direction from the Project Manager.

Design Team meetings (arranged chaired and minuted by the Project Manager) provide forums for co-ordination of design between the consultant teams. The meetings are to be attended by the design team members, the Project Manager and the Quantity Surveyor. Client representatives are to attend as required by the Project Manager.

9. SCOPE OF SERVICE

Consultants providing an offer of services are to note that there are two parts to the consultancy service required for this project:

Part A – Preparation of components of the **Project Definition Plan (PDP)** following DETA's provision of the Educational Brief, Site Master Planning Brief and Space Allocation Schedule. The PDP comprises as a minimum:

Component	Prepared By
Design Statement	Principal Consultant
Preliminary Site Master Planning Options	Principal Consultant
Site Landscape Concept Plan	Principal Consultant
Site Civil works Plan	Principal Consultant
Site Services Plans (Hydraulics / Fire / Electrical)	Principal Consultant
Schematic Design Floor Plans (Dimensioned)	Principal Consultant
Design Options Studies (if required)	Principal Consultant
Design Options Costings (if required)	Project Manager
Room Data Sheets	Principal Consultant
Indicative colour palette & materials selection	Principal Consultant
Risk Assessment	Project Manager
Procurement Options and Strategy	Project Manager
Master Program	Project Manager
Preliminary Cost Plan	Project Manager
Area Comparison of Facilities Brief to PDP	Project Manager

The PDP (refer **Attachment C** for minimum standard of documentation required) is to be coordinated, printed and bound by the Principal Consultant (PC). The cost of the documentation is to be included in the PC's fee with six (6) copies to be provided to the Project Coordinator. Drawings to be in A3 format and also supplied in .dwg and .pdf electronic format. The PDP must be reviewed and approved by the Project Manager (PM).

If a non-traditional procurement model is selected the PC will be required to produce tender documentation including but not limited to: the Performance Specification to suit the procurement model including technical sections, Conditions of Contract and associated Preliminaries, General Requirements along with tender drawings.

If a traditional procurement model is selected, the preparation of the Performance Specification will not be required.

At the completion of Part A, and subject to consultant performance and procurement model selection, DETA will decide whether:

- to extend the appointment of the consultant to include completion of the balance of the project nominated as Part B; or,
- to recall competitive offers from the original short list of consultants for the balance of the project nominated as Part B.

Part B – Design, Documentation and Construction

The balance of consultancy services required to complete the subsequent project phases of design, documentation, construction and post construction required for delivery of the project. The cost of the reproduction of the tender documentation shall be included in the PC's fee.

9.1 GENERAL SCOPE OF SERVICES

The Project Management team under the direction of the PM is to provide DETA, in a thorough competent and professional manner and with all reasonable diligence and expedience, project management, (including cost management and specialist program management) services for the delivery of the project. Throughout all stages professional service requirements include, but are not limited to:

- Consultation, negotiation and liaison:
 - with the Project Coordinator, Client Representatives, other consultants and other key stakeholders.
 - on external infrastructure provision with State Government entities, Local Authorities, Developers and others as required to achieve outcomes acceptable to DETA.
 - with necessary authorities on applicable laws, statutes, regulations and codes of regulating entities as required to achieve outcomes as acceptable to DETA.
- Ensuring effective communication occurs between the PM team and PC team in preparation of cost plans for project and project options. Giving directions to PC (subject to DETA control) engaged on the project.
- Providing leadership to time management within the framework of the Master Program in consultation with the Project Coordinator, the PM's Programmer, and PC;
- Providing leadership to cost management strictly within the "Limit of Cost" (project budget) in consultation with the PC and the PM's Programmer and Quantity Surveyor (including the utilisation of appropriate value management processes);
- Providing monthly reports in format prescribed by the Project Coordinator incorporating:
 - Minutes of latest Project Steering Committee meeting
 - PM's Exception Report (dot point format)
 - Program and associated Activity Status Report
 - Current Cost Plan
 - Monthly Cash Flow (projected on an accrued basis).
 - Cost Monitoring Report (during construction)
 - Digital photographs (during construction)
- Endorsement of invoices presented by consultants and forwarding to DETA for processing of payments.
- Ensuring the provision and distribution of sufficient drawings and documents to enable progressive review by the Project Steering Committee.
- Minuting all Steering Committee, Design Team and User Group Meetings and distribute minutes within 3 days.
- Ensure that all procurement processes comply with State Government regulations, policies and the guidelines including the Capital Works Management Framework.
- The continuing services of the specialist Programmer to provide advice that will include, but not be limited to the establishment and review of all programming matters for the staging, procurement, decanting and commissioning aspects of the project.
 - Develop, update and control an integrated Master Program with target dates for reviews and approvals of design, documentation and construction.
 - Provide independent monitoring, progress analysis and Monthly Reporting, in a format to be agreed by DETA. Detail against the agreed program and cashflow: "actual progress" against "planned progress", "forecast milestone dates". Identify likely causes for any slippage/delay and a recommendation to mitigate/recover time losses if any.

- The continuing services of the Quantity Surveyor in all areas of cost advice, management for each particular phase of the project for all contract and non-contract costs.
 - Provision of progressive cost advice including formal estimates at the completion of each project phase and interim budget checks as required.
 - Provision of estimates for design options including benchmarking and comparisons to establish "value for money" (including engineering services & life cycle costing).
- Provision of sufficient travel time and fares where appropriate to allow thorough consultation with School Principal and selected DETA personnel as directed by Project Coordinator and PM.

9.2 SPECIFIC SCOPE OF SERVICES FOR PART A

- Participation as a panel member in the selection of the PC team.
- Engagement and management of any specialist consultants including:
 - Preparation of Terms of Reference and contracts
 - Obtaining and evaluating fee proposals and making necessary recommendations to the Project Coordinator for approval, for example
 - Townplanning consultant, if designation is required,
 - Assessment Report Consultant if the project is a new school (for preparation of a single consolidated report as required under the *Guidelines about Environmental Assessment and Public Consultation Procedures for Designating Land for Community Infrastructure – December 2006*,
 - Traffic Engineering Consultant Study for a new school will be included in the Assessment Report.
 - DETA will place Purchase Orders directly on these consultants, paying them separately.
- Coordinating the development of design options and options analysis and provision of associated cost estimates. Ensuring sufficient life cycle costing information is provided to QS for specialist services by secondary consultants.
- Establish a detailed set of requirements not detailed in the brief (including but not limited to space requirements, functional relationships, requirements for flexibility and growth, site requirements, internal functions, human/vehicular flow patterns, operating functions etc).
- Coordinating the submission of documentation required through the site designation.
- Verify that the PC team carries out analyses of the site conditions, infrastructure, cut and fill considerations, drainage and all environmental matters to achieve a cost effective design solution;
- Monitor the development of project design including Site Plans and Schematic Floor Plans by the PC team and provide progressive cost advice.
- Consolidating a loose furniture & equipment list in conjunction with the School Principal and PC based on the Room Data Sheets sorted by building, room, item, estimate of cost of each loose furniture & equipment item etc.
- Determining, in consultation with the Project Coordinator and the PM's Quantity Surveyor, appropriate risk allowances in respect of time and cost for incorporation in DETA's investment planning.
- Preparation of components of the PDP including:
 - Monthly accrued cash flow by line item in the format required by DETA Finance Unit to enter cost information into the DETA corporate data system (Systems Application Package - SAP);
 - Master Program showing key activities and milestones for the project.
 - area comparison schedule to ensure designs reflect briefed areas.
 - project risk assessment and subsequent management plan.
 - Cost Plan (outlining elemental breakdown information)
 - Procurement options and recommendation. (PM is to prepare submission to DPW Contracts Committee if required and send to Project Coordinator).

And assist Project Coordinator in obtaining approval of the document from the Steering Committee, the Value Added Review forum and other stakeholders as required.

- Provision of a statement of compliance (signed by both the Project Manager and the Principal Consultant) stating that the PDP complies with the requirements of the brief and nominated DETA requirements and standards.
- Presentation of project at Value Adding Review – PM and Quantity Surveyor in conjunction with the Principal Consultant (Architect) with secondary consultants as required.

Non- traditional procurement strategy

Where a non-traditional procurement model has been selected, the PM shall further provide the following services:

- Preparation of Pretender Cost Plan and coordination of tender documents. The cost of the reproduction of the documentation is to be included in the PC's fee with ten (10) copies to be provided to the PM. Drawings are to be supplied in .dwg and .pdf electronic format.
- Review and verification of tender documents to ensure they have been prepared in the appropriate format and their compliance with DETA requirements nominated in Section 5 (including use of DPW standard suite of contracts and Special Conditions of Contract) and State Government guidelines, policies and legislation.
- Administration of the tender process including but not limited to the tasks as listed in "9.3 SPECIFIC SCOPE OF SERVICES FOR PART B – Tender Phase."
- Chair and minute a hand over meeting between Part A PC team and Contractor's Consultant team within 2 weeks of contract award.
- Provide professional advice / documentation required as a result of any errors or omissions on the part the Consultant produced during Part A.
- Ensure provision of coloured A1 laminated site master plan following approval of the PDP by the PC.
- Complete PQC evaluations for the PC and submit completed report to PQC Register and Project Coordinator.

9.3 SPECIFIC SCOPE OF SERVICES FOR PART B

The specific service requirements of Part B will be centred on the typical services of each particular discipline required to complete the balance of the design, documentation, tender, construction and post construction phases of the project. PM services include but are not limited to:

Schematic Design/Design Development/Contract Documentation Phases

- Ensure preparation of designs and alternative options as required to ensure that the design solution complements the existing facilities and achieves a cost effective design solution with regards to site conditions, infrastructure availability, foundation adequacy, cut and fill considerations, drainage and all environmental conditions. Progressive cost estimates will be required from PM's Quantity Surveyor.
- Update of area comparison schedule as designs develop to ensure designs reflect briefed areas. Note that substitution of 'high cost' FECA for 'low cost' UCA within a similar GFA is not acceptable to DETA;
- Facilitation of developed design and tender documents consistent with function, quality, cost and time targets/limits; (expand progressive cost estimates, approvals ESD options)
- Review and verification of tender documents to ensure they have been prepared in the appropriate format and their compliance with:
 - DETA requirements nominated in Section 5 (including use of DPW standard suite of contracts and Special Conditions of Contract) and
 - State Government guidelines, policies and legislation (including Building Code of Australia).
- Finalise ordering details of loose furniture & equipment in conjunction with the School Principal and PC (based on Part A List) sorted by supplier, building, room, item, estimate of cost of each loose furniture & equipment item, delivery costs etc. The list will be:
 - Used for DETA to place Purchase Orders on the nominated suppliers or

- utilised in the building contract tender documents under which the Contractor is to allow for managing delivery dates, taking delivery and installation
- Where furniture is procured by DETA, the consultant's professional fee does not apply to this value of the works.
- Preparation of Pretender Cost Plan and coordination of tender documents. The cost of the reproduction of the documentation is to be included in the PC's fee with ten (10) copies to be provided to the PM. Drawings are to be supplied in .dwg and .pdf electronic format.
- Provision of a Bill of Quantities (BoQ) for projects with a construction cost exceeding \$2.5M, will be required under Part B of the consultancy should a traditional procurement model be adopted. The cost of reproduction of the BoQ is deemed to be included in PM team fee submission.
- Assist Project Coordinator in obtaining approval of the documents at completion of each stage from the Steering Committee and other stakeholders as required.

Tender Phase

The PM shall facilitate the selection and appointment of a Contractor in accordance with the provisions of the selected procurement model. PM duties during the tender process include but are not limited to:

- Advertising and calling of tenders (if select tenders are required Project Coordinator will establish select list in conjunction with DPW)
- Distribution of tender documents
- Coordination / preparation of responses/documentation in respect of tender queries
- Administration of the evaluation process
- Preparation of a tender review / evaluation plan (including financial assessment of tenders and alternatives and advice with regard to the Building Tenderers Program(s) including a review of resource levels, trade sequencing and potential risks) with associated Cost Plan and recommendation.
- Obtain financial assessment of tenderers from the QBSA
- Preparation of Letters of Acceptance and Decline for issue by DETA.

Construction and Post Construction Phase

- Prepare and submit all necessary documentation to relevant authorities, ensuring adequate notice is given to the Project Coordinator so that all statutory fees and charges are paid within the required timeframes.
- Provision of regular digital photographs indicating construction status of the project including general whole of building externals, external works and appropriate internals. Photographs to be supplied in .jpg format contained in email with reference to photograph file name, description and date taken.
- Monitor progress of the works and advise on corrective actions that have the effect of benefiting DETA, cost and time effectively.
- Coordination with Contractor in the facilitation of:
 - Network Hardware and telephone installation by DETA providers
 - Delivery, receipt, placement and security of loose furniture and equipment procured by DETA (It is preferred that Loose Furniture & Equipment be procured with DETA placing Purchase Orders on suppliers determined by the PM working in conjunction with the School Principal. PM responsible for arranging delivery dates/times, taking delivery of, coordinating payment of additional storage costs if delivery delayed to suit delays to Contractor's program.)
 - Consultation/reviews/approvals during design development (including facilitated value management studies) targeting the most functionally cost/time effective proposal
 - Obtaining design certification from all Contractors consultants with regard to compliance of the built product with tender documents and identification of defective work.
 - Changes deemed necessary by DETA and notified by the Project Coordinator.
 - Satisfactory, timely and cost effective completion of the work.

- Management of Principal's obligations under the Contract specifically in the nominated role of Principal's Representative / Superintendent, pursuant to the terms of the selected procurement system.
- Administration of the contract as required including but not limited to:
 - Review and advice on the acceptance of securities and insurances.
 - Approval to subcontract works
 - Assessment of progress claims and progress certificates
 - Assessment of claims for extensions of time, additional payments (variations, claims, provisional sum adjustments)
 - Resolution of contractual disputes if required.
 - Inspections of the work to ensure adequate quality of materials and workmanship and compliance with tender /accepted documentation. Direct remedial works as required.
 - Determine if Practical Completion has been reached
 - Facilitation of appropriate hand over of the completed works to the School, including all orientation, warranty notification and operational process training requirements
 - Defects Rectification executed in a timely manner - regular reporting until all completed.
 - Collection of hard copy and electronic drawings from all consultants and their inclusion in the E-Plan Room records managed by Public Works on behalf of DETA.
- The continuation of specialist programming services, as prescribed previously but additionally:
 - Provide an expert review and advice with regard to the Contractor's program(s) including a review of resource levels, trade sequencing and potential risks.
 - Review and report on potential and actual claims for extensions of time.
 - Monitor the Contractor's progress with regard to the construction program, reporting on milestones and advise of potential delays and recommended remedial actions.
 - Provide advice on impact of delays on school accommodation
- The continuation of quantity surveying services, as prescribed previously but additionally:
 - Elemental analysis of BoQ (where applicable) including elemental areas, unit rates and descriptions of major sub-elements. Arithmetical and technical review of priced BoQ.
 - Estimate, measure, price and negotiate on variations, claims and provisional sums
 - Advise on costs forming prolongation costs
 - Assess and value works progress with preparation of interim payment certificates agreed with Contractor.
 - Advise on non-contract costs where required (eg external infrastructure)
 - Preparation of Cost Monitoring Report including monthly accrued cash flow by line item in the format required by DETA Finance Unit to enter cost information into the DETA corporate data system (Systems Application Package - SAP) and Practical Completion Cost Plan (outlining elemental breakdown information) to "settle" projects at Practical Completion;
 - Project componentisation form to be completed by project Quantity Surveyor within one month from the Date of Practical Completion. To be shown as a separate line item in the cost plan.
 - Provision of a maintenance plan detailing element life cycles including whole-of-term replacement schedules to be provided within one month of practical completion (an example plan is included in the attachments as a reference). To be shown as a separate line item in the cost plan.

At project completion

- Provide a Handover Report (refer **Attachment G** for minimum standard of documentation required) is to be coordinated, printed and bound by the Project Manager (PM).
- Inspect project at Practical Completion with Project Coordinator and nominated school representatives and prepare defects/omissions list of outstanding items.
- Handover project ensuring all manuals, guarantees, maintenance, as-builts are submitted.
- Ensure that incomplete/outstanding works or defective work identified at Practical Completion or during the Defects Liability Period are completed/rectified without delay.

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- Participate in Post Occupancy Evaluation if required. To be shown as a separate line item in the cost plan.
 - Complete PQC evaluations for Building Contractor (and Principal Consultant for traditional delivery) and submit to PQC Register and Project Coordinator.
 - Issue of Final Completion Certificate and provision of final account statement.
 - Sending as built drawings to the DPW ePlan room (drawings are to be supplied in .dwg and .pdf electronic format)

DoE Release under the Right to Information Act 2009

9.4 GENERIC REQUIREMENTS

INVOICES	Submit invoices to the Project Coordinator for endorsement and processing of payment monthly.
DRAWING STANDARDS	All drawing are to be supplied in .dwg and .pdf format.
CONFIDENTIALITY	<p>The successful consultant shall keep confidential records and information obtained through this consultancy, unless these are of a public nature. All such reports and information shall be stored at all times in a safe and secure place to maintain such confidentiality.</p> <p>There is no requirement for an executed Deed of Confidentiality for this project as referred to in Section 9 and Schedule 3 of the General Conditions of Contract for Consultancy Services.</p>
INSURANCES	<p>The successful consultant is required to carry the following insurance:</p> <ul style="list-style-type: none">• Worker's Compensation insurance.• Public Liability insurance to the minimum value of \$5 million.• Professional Indemnity insurance to the minimum value of \$2 million. <p>Copies of insurance policies will need to be provided to DETA by the successful offerer within seven (7) business days of receipt of the letters of acceptance and prior to any work commencing on the project (either Part A or B as appropriate).</p>
PUBLICITY	No information, document or drawing in respect of this commission shall be released for publication in any media without expressed written consent of the Principal. Any enquiries from the media shall be directed to the Project Coordinator.
COPYRIGHT	<p>Copyright of all documentation produced under this commission shall be passed to the Crown. The Department may elect to use portions or the complete contents of documents which may be entirely produced by the Consultant.</p> <p>The Consultant must ensure that any documents produced as part of this commission are not reproduced, reused or copied for any purpose other than for the execution of the works unless expressed written permission has been obtained from the Department.</p>
ADDITIONAL OR ABORTIVE WORK	<p>Work considered by the Consultant to be extra to, or outside the scope of this commission, and agreed to be such by the Project Coordinator, will not be paid for unless the scope and fee are agreed to in writing prior to execution of the work.</p> <p>Additional fees will not be paid for any variations required as a result of errors or omissions on the part of the Consultant or for minor variations to the Principal's briefing information or for Principal requested variations which are required to complete the original intent of the project.</p>

10.0 SUBMISSION REQUIREMENTS

Note: Non-price criteria (criteria 1, 2 and 3 below) and price criteria (criteria 4 below) and are to be contained in separate documents.

10.1 MANDATORY CRITERIA

You are requested to provide the information listed below to form your submission. Failure to do so may result in the rejection of the submission. You are further requested to prepare your proposal under the headings listed and in the order indicated.

Criteria 1 Task Appreciation – 20% Weighting

Clearly and concisely demonstrate an understanding of:

- EQ objectives
- Project objectives
- Tasks in Parts A & B
- Key stakeholder relationships (client, end users, local & statutory authorities, etc)
- Desired outcomes for DETA - client (corporate office); end users (students, staff)
- Life Cycle and Environmentally Sustainable Design considerations
- EQ's design & building requirements (ie. simple, cost effective, functional design & construction techniques similar to domestic style)
- Finite budget parameters
- Project specifics
- Timeframes indicated – confirm if achievable and acceptable to the Team

Criteria 2 Detailed Methodology – 30% Weighting

Clearly and concisely describe the methodology which details the:

- Scope of services against the logical staging of Parts A & B.
- Approach to successfully delivering this project considering time, cost and quality parameters.
- Anticipated problems and solutions.

Criteria 3 Resources Capability and Capacity – 20% Weighting

Clearly and concisely describe the:

- the project organisational structure & reporting relationships as it applies to the project
(*Note: explain how an integrated team approach will benefit project delivery – include this explanation in your response to the second dot point under "Detailed Methodology".*)
- List individual Team members, the nature of their involvement, the benefits that the individual consultants bring to the team and DETA relevant experience, references etc.
(*Note: the Terms of Reference identifies which core sub-consultancies are considered necessary for the project.*)
- Innovative solutions provided by key team members on similar style projects, the added value for money achieved, problems that arose and how they were overcome.
- Capacity of all team members to undertake the project – ie. identify other project commitments.
- Backup strategy for key team members.

Criteria 4 Fee – 30% Weighting

Part A: Submit a **FIXED FEE** proposal based on the project scope of work including full disbursement (indirect overheads) costs for the consultancy services outlined in Part A. Provide a breakdown of the Part A fee against the following components in the form indicated:

Discipline	Base Part A (ex GST)	*Non-traditional delivery(ex GST)	GST	Sub – total (Inc GST)
Project Manager	\$	\$	\$	\$
Quantity Surveyor	\$	\$	\$	\$
Programmer	\$	\$	\$	\$
Other sub-consultants	\$	\$	\$	\$
TOTALS	\$	\$	\$	\$

*Note Consultant should include fee for additional services required in Part A for non-traditional delivery system as detailed in Section 9.2 requiring production of tender documentation with drawings and Performance Specification (including Contract conditions, technical sections, preliminaries, general requirements etc) AND services during tender and handover.

Part B: Submit a **PERCENTAGE FEE** proposal including full disbursement (indirect overheads) costs for the consultancy services outlined in Part B. Provide a breakdown of the Part B fee against the following components in the form indicated:

Discipline	Base Fee – Part B	Bill of Quantities
Project Manager	%	
Quantity Surveyor	%	%
Programmer	%	
Other Subconsultants	%	
TOTALS	%	%

The percentage fee is to be based on the agreed scope of work and calculated on "Project Costs On-Site" (ex GST). This includes Construction cost, Construction Contingency, Statutory Charges and Fees, Fees for Contour & Detail Survey, Geotechnical Investigation, Professional Fees (excluding the PM team fee) and cost of Loose furniture and Equipment as agreed at the Value Added Review. The fee will be calculated on costs excluding GST and GST will then be added.

Note: costs of Network Hardware, Telephone System, Resource Grants, DETA Disbursements and other DETA specific costs are excluded from the Project Costs On-Site and ordering etc of these items will be the responsibility of the Project Coordinator and/or School Principal.

Fees are to allow for any delays in the Contractor not achieving Practical Completion of construction of the project up to a maximum period of 10 weeks from the original date of Practical Completion.

Note: The percentage fee submitted is to be converted to a fixed lump sum fee based on the approved limit of cost at the completion of the tender review process for engaging a building contractor.

A standard "whole-of-government" applied formula addresses the scoring of this criteria.

Score = $2.5 + [5 \times (\text{median price} - \text{tender price}) / \text{median price}]$

Note: The median price (centre price of three) not the mean (average price of three) applies

10.2 SELECTION CRITERIA

Proposals will be assessed against the criteria nominated above by a selection panel consisting of DETA representatives (and the Project Manager for the Principal Consultant if commissioned).

DETA will not accept submissions, which incorporate direct or indirect use of previous Queensland Public Sector Employees, who are currently within the benefits period as previously accepted Early Retirement Benefit Package issued by an agency of the Queensland Government. Equally where a commission for Consultancy Services has been accepted and the consultant, for whatever reason, nominates substitute staffing for the consultancy, any person as described in this paragraph cannot be accepted as a substitute whilst within the benefit period.

The fee calculation used in the assessment of offers will be based on the assumption that the commission will be for Parts A and B and, as part of the assessment process, DETA will calculate the likely total applicable fee. For the Project Manager core role fee, a "on "Project Costs On-Site" equivalent to 95% of the Interim Project Budget will be assumed to convert the submitted Percentage Fee for Part B to a lump sum for the fee evaluation.

10.3 SUBMISSIONS

Submissions consisting of separate documents for non-price criteria and price criteria (**3 copies** in A4 format and electronic in pdf format) must be lodged by the time/date indicated in **Attachment A**, marked as indicated in **Attachment A**, and be sealed in an envelope addressed to (Refer to new tender lodgement requirements in **Attachment H**):

The Manager
New Schools Unit, Facilities Services Branch
Department of Education, Training and the Arts

Tenders/offers can be delivered to:

The Queensland Government Tender Box
c/o Decipha Pty Ltd
2 Duncan Street
West End QLD 4101

Or posted to:

The Queensland Government Tender Box
GPO Box 2482
Brisbane QLD 4001

Ensure that submissions include a signed and dated Covering Letter, ABN number, details of insurances etc.

An Offer received by telephone, facsimile or other electronic advice will not be considered. Incomplete offers may be rejected at the discretion of DETA.

DETA, at its discretion, may reject any Offer received after the advertised closing time/date, no matter what the reason for the late delivery. Late tenders will only be considered when tenderers can provide satisfactory evidence that factors beyond their control caused the delay.

Any enquiries relating to this consultancy should be addressed to the Project Coordinator nominated in Attachment A.

11. FORM OF CONTRACT

The successful consultant will be required to enter into a Consultancy Contract using the Queensland Government standard General Conditions of Contract for Consultancy Services (Long Form Contract) of January 2005. Refer **Attachment B** for a copy of these Conditions. The documents forming the Contract will comprise:

- The Letter of Invitation
- These Terms of Reference
- The Consultant's Submission including Covering Letter
- Any written clarifications made to either the Terms of Reference or the Consultant's Submission
- The Letter of Acceptance

The documents comprising the Contract will be detailed in the Letter of Acceptance.

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ATTACHMENT A – SCHEDULE OF PROJECT SPECIFICS

<i>Project</i>	Park Lake State School Stage 2 – New General Learning Block
<i>Project Coordinator</i>	Al Hahn New Schools Unit Facilities Services Branch Phone (07) 3237 0366 Fax(07) 3239 0817 Email al.HAHN@qed.qld.gov.au
<i>Site</i>	The Park Lake State School is located at 1 Shoalhaven Avenue, Pacific Pines, Queensland, 4211. RP Lot 105 on SP198827
<i>Site Master Plan</i>	A site plan has been prepared for the site. Refer to Attachment F
<i>Project Scope</i>	Refer to the Initiation Brief dated 05 November 2008 – Attachment E
<i>Scope of Building Works</i>	Refer to the Initiation Brief dated 05 November 2008 – Attachment E
<i>Asbestos Audit</i>	Not Applicable
<i>Contamination Study</i>	Not Applicable
<i>Contour & Detail Survey</i>	A contour and detail survey has not been carried out. This will be arranged by the Project Manager.
<i>Geotechnical Investigation</i>	A geotechnical report has not been carried out. This will be arranged by the Project Manager.
<i>Existing Drawings</i>	Existing information relating to any given site may be obtained from the Project Services Plan of on the Project Services ePlan Room data base.
<i>Dilapidation Report</i>	A Dilapidation report has not been carried out.
<i>Temporary Accommodation</i>	Not Applicable
<i>Site Access</i>	The consultant should visit the school site and familiarise himself with any relevant site condition that may effect this commission. Consultants wishing to visit the site are required to make arrangements in advance with the Principal, phone 5519 5200.
<i>Land Use Approvals</i>	Educational
<i>Land Ownership Issues</i>	The land is owned by DETA and has been designated.
<i>Cultural Heritage Issues</i>	The relevance of Cultural Heritage issues does not need to be confirmed as part of PDP.
<i>Other Site Specific Information</i>	Construction of this project will be carried out on an operational school site. Services are critical to the functioning of the existing facilities. Therefore all work associated with these services must be thoroughly co-ordinated and staged and communicated to the Client via the Project Manager before any work is carried out to live services.
<i>Interim Budget</i>	<i>Project</i> Estimated cost \$4.0M

Completion of Part A	Within 6 weeks of the Date of the Letter of Commissioning.
Consultancy	
Project Completion	30 November 2009 ready for occupation by students for the start of the 2010 school year.
Project Definition Plan	If a decision is made to effect a Traditional procurement strategy without preparation of a PDP, it is assumed that the work involved in the PDP preparation will still be undertaken in other parts of the Traditional procurement, eg schematic design etc. If this occurs the total fee payable will be the sum of the Part A and Part B fees.
Submission Deadline	2.00pm, Friday, 4 February 2009
Submission to be Marked	"CONFIDENTIAL Project Management Team Park Lake State School Stage 2"

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ATTACHMENT B – CONDITIONS OF CONTRACT

General Conditions of Contract for Consultancy Services (Long Form Contract – January 2005)

1. INTERPRETATION

In the *Contract*, except where the context otherwise requires -

'Conditions of Contract' or 'Conditions'	means these <i>General Conditions of Contract for Consultancy Services</i> ;
'Consultancy Services'	means the services described in the <i>Terms of Reference</i> as may be varied by the letter of acceptance of the <i>Consultant's</i> offer;
'Consultant'	means the person appointed in writing by the <i>Principal</i> to perform the <i>Consultancy Services</i> and includes officers, employees, agents and sub-consultants/subcontractors of the <i>Consultant</i> ;
'Contract'	means the agreement between the <i>Principal</i> and the <i>Consultant</i> as constituted by: (i) these <i>General Conditions of Contract</i> ; (ii) the <i>Terms of Reference</i> ; (iii) the <i>Invitation</i> ; (iv) the letter of acceptance; (v) the <i>Consultant's</i> offer; and where there arises an inconsistency or ambiguity between provisions in the different documents which constitute the <i>Contract</i> , the order of precedence to resolve the inconsistency or ambiguity will be in the order set down above;
'Contract material'	means all material, including but not limited to documents, information and data stored by any means which is created in connection with or for the purposes of performing the <i>Consultancy Services</i> ;
'Intellectual property rights'	means any patent, registered design, trade mark or name, copyright or other protected right;
'Invitation'	means the <i>invitation</i> extended to the <i>Consultant</i> by the <i>Principal</i> to submit an offer for the performance of <i>Consultancy Services</i> ;
'Legislative requirements'	includes: (a) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth and of the State of Queensland that are applicable to the <i>Consultancy Services</i> ; and (b) certificates, licenses, consent, permits, approvals and requirements of organisations having jurisdiction applicable to the <i>Consultancy Services</i> ;
'Principal'	means the State of Queensland acting through the Department stated in <i>schedule 1</i> ;

'Principal's consent'	means prior written consent (which shall not be unreasonably withheld) of the <i>Principal</i> which may be given subject to such terms and conditions as the <i>Principal</i> may see fit to impose;
'Project Officer'	means the person appointed by the <i>Principal</i> in accordance with clause 5 of these <i>Conditions</i> ;
'Records'	means all material including but not limited to books, documents and information, or data stored by any means disclosed or made available by the <i>Principal</i> to the <i>Consultant</i> in connection with the performance of the <i>Contract</i> ;
'Schedule'	means any <i>schedule</i> attached to these <i>Conditions</i> ;
'Terms of Reference'	means the document issued by the <i>Principal</i> to the <i>Consultant</i> for the purpose of describing the scope of the project and the scope of the services to be provided by the <i>Consultant</i> .

Clause headings are inserted for ease of reference only and will not form part of nor be used in the interpretation of the *Contract*;

Words importing the singular include the plural and vice versa, words importing a gender include other genders.

2. RESPONSIBILITIES, OBLIGATIONS AND ACKNOWLEDGMENTS OF THE CONSULTANT

2.1 Performance

The *Consultant* must:

- (a) perform and complete the *Consultancy Services* in accordance with the *Contract*;
- (b) consult regularly with the *Principal* throughout the performance of the *Contract*;
- (c) comply with the directions of the *Principal* given pursuant to a provision of the *Contract*;
- (d) remain responsible for the provision of *Consultancy Services* in accordance with the *Contract* notwithstanding any review or acceptance of the whole or any part of those *Consultancy Services* by the *Principal*;
- (e) promptly give written notice to the *Principal* if and to the extent the *Consultant* becomes aware that any documents or other information provided by the *Principal* is ambiguous or inaccurate or is otherwise insufficient to enable the *Consultant* to carry out the *Consultancy Services*;
- (f) as soon as practicable after becoming aware of any matter or circumstance which may adversely affect or has adversely affected the scope, timing or performance of the *Consultancy Services*, give written notice to the *Principal* detailing the matter or circumstances and its anticipated effect on the *Consultancy Services*;
- (g) comply with all *legislative requirements* in carrying out the *Consultancy Services*;
- (h) except as required by law or provided by the *Contract*, treat as confidential all *Records* and *Contract Material*;
- (i) attend meetings and briefings reasonably required by the *Principal* or the *Project Officer*.

2.2 Acknowledgements

The *Consultant* acknowledges that it has examined the *Terms of Reference* and agrees that the *Contract material* is suitable, appropriate and adequate:

- (a) for the purpose stated in the *Terms of Reference*; and
- (b) to produce an end product that meets the requirements of the *Terms of Reference*,
having regard to the assumptions that the *Consultant* can be reasonably expected to make in accordance with sound professional principles

Refer to *schedule 1* for the alternative applying.

Alternative 1

The *Consultant* has represented itself and acknowledges itself as being a skilled and competent professional in the particular fields relevant to the *Consultancy Services*. The *Consultant* agrees that it will perform the *Consultancy Services* to the standard of skill, care and diligence expected of a skilled and competent professional practicing in the particular fields relevant to the *Consultancy Services*.

The *Consultant* acknowledges that the *Principal* has entered into the *Contract* in reliance upon the foregoing representation.

Alternative 2

The *Consultant* has represented itself and acknowledges itself as being a specialist or expert in the particular fields relevant to the *Consultancy Services*. The *Consultant* agrees that it will perform the *Consultancy Services* to the standard of skill, care and diligence expected of a specialist or expert as represented.

The *Consultant* acknowledges that the *Principal* has entered into the *Contract* in reliance upon the foregoing representation.

2.3 Negation of Employment and Agency

The *Consultant*:

- (a) must not represent itself or allow itself to be represented as being an employee or agent of the *Principal*; or
- (b) does not by virtue of the *Contract* be or become an employee or agent of the *Principal*.

2.4 Personnel

- (a) The *Consultant* must ensure that *Consultancy Services* are performed by the key personnel nominated in the *Contract* and that there is no substitute of such personnel without the *Principal's consent*.
- (b) If any of the nominated key personnel are not available to perform any of the *Consultancy Services*, the *Consultant* must immediately:
 - (i) give notice to the *Principal*;

- (ii) arrange a replacement of that person with a person acceptable to the *Principal* at no additional cost to the *Principal*;
- (c) Upon notice given for any reason by the *Principal* to the *Consultant*, the *Consultant* must promptly remove any nominated key personnel from performing work on or in connection with the *Consultancy Services* and arrange a replacement of that person with a person acceptable to the *Principal* at no additional cost to the *Principal*.

2.5 Security and Access

The *Consultant* must:

- (a) when on the premises occupied by the *Principal* and when using the *Principal's* facilities, comply with all directions, procedures and policies relating to occupational health, safety and security requirements which are in effect at those premises and facilities and have been notified to the *Consultant*;
- (b) at all reasonable times, permit the *Project Officer* or any other person authorised in writing by the *Principal* to access the premises occupied by the *Consultant* where the *Consultancy Services* are being undertaken and inspect the performance of the *Consultant* of its obligations under the *Contract* and further ensure that all such persons have been notified of all requirements relating to occupational health, safety and security which are in effect at those premises.

2.6 Progress and Program

The *Consultant* must:

- (a) proceed with the *Consultancy Services* with due expedition and without delay;
- (b) if requested by the *Project Officer*, submit to the *Project Officer* within seven days of receipt of a request, a program for carrying out the *Consultancy Services* and thereafter, progress and complete the *Consultancy Services* in accordance with the program submitted;
- (c) ensure that any program submitted by the *Consultant* in accordance with subclause 2.6(b) conforms to timing requirements (if any) stated in the *Terms of Reference*.

2.7 Subcontracting and Assignment

The *Consultant* must not subcontract the whole or any part of the *Consultancy Services* without the *Principal's* consent.

The *Consultant* must not assign the *Contract* or any of the benefits or obligations under the *Contract* without the *Principal's* consent.

3. RESPONSIBILITIES AND OBLIGATIONS OF THE *PRINCIPAL*

3.1 Performance

The *Principal* must:

- (a) pay the *Consultant* in accordance with the *Contract*;
- (b) when and as required under the *Contract*, provide the *Consultant* with sufficient *Records* to enable the *Consultant* to carry out the *Consultancy Services*;

-
- (c) give or cause to be given to the *Consultant*, timely directions, decisions and *Records* sufficient to facilitate the provision of the *Consultancy Services* by the *Consultant*.

3.2 Security and Access

The *Project Officer* and any other person authorised in writing by the *Principal* must, when on the *Consultant's* premises, comply with all directions, procedures and policies relating to occupational health, safety and security requirements which are in effect at those premises and facilities.

The *Principal* must provide the *Consultant* with such access to premises or sites of the *Principal* as are reasonably necessary for the *Consultant* to carry out the *Consultancy Services*.

The *Project Officer* must ensure that the *Consultant*, when on the *Principal's* premises or sites, and when using the *Principal's* facilities, has been notified of all requirements relating to occupational health, safety and security which are in effect at those premises, sites and facilities.

4. PAYMENT OF FEES AND DISBURSEMENTS

4.1 Payments

Payments to the *Consultant* shall be determined in accordance with the *Contract*. All amounts quoted by the *Consultant* and accepted by the *Principal* for the provision of *Consultancy Services* will, unless expressly stated to the contrary, be taken to be GST inclusive amounts.

A claim for payment by manner of a tax invoice must be submitted by the *Consultant* to the *Principal* at times stated in schedule 1 or if no times are stated, on a monthly basis, and must:

- (a) identify the title of the *Consultancy Services* and the *Contract* reference number and the purchase order number (if any);
- (b) provide sufficient detail to enable the *Principal* to assess that the amount claimed in the invoice is due and payable;
- (c) where *Consultancy Services* or any part thereof are charged on a time basis, be supported by documented times spent by individual persons on the *Consultancy Services*;
- (d) be in a format that identifies the relevant GST amounts;
- (e) quote the *Consultant's* Australian Business Number (ABN).

The *Consultant* acknowledges that in the event that it does not have an ABN or does not quote its ABN on invoices submitted to the *Principal*, the *Principal* is entitled to withhold from any payments to the *Consultant* the relevant PAYG withholding tax.

Within fourteen days after receipt of a claim for payment or after receipt of such additional information as the *Project Officer* may require, the *Project Officer* shall certify amounts payable to the *Consultant*. If the amount certified is not the same as the amount claimed, the *Project Officer* shall provide the *Consultant* with a written statement of reasons for the difference.

The *Project Officer* must only certify amounts payable to the *Consultant* for work performed on *Consultancy Services* that is completed up to the date of claim for payment and that is in accordance with the *Contract*. However, in certifying amounts payable to the *Consultant*, the *Project Officer* may correct errors (including any over certification) in previous certificates.

The *Principal* must pay to the *Consultant* the amount certified by the *Project Officer* within fourteen days of certification by the *Project Officer*. Payments to the *Consultant* shall not be evidence of the value of work completed or an admission of liability or evidence that the *Consultancy Services* have been executed satisfactorily but shall be a payment on account only.

4.2 Goods and Services Tax (GST)

In the *Contract*, the terms 'GST'; 'supplier'; 'PAYG withholding tax' and 'tax invoice' have the meanings conferred by a new tax system (*Goods and Services Tax Act 1999* (Commonwealth)) ('the GST legislation').

The *Consultant* acknowledges that in terms of the GST legislation, it will, under the *Contract*, be a 'supplier' and may be required to pay GST to the Commissioner of Taxation.

5. PROJECT OFFICER

The *Principal* must ensure that at all times there is a *Project Officer* to administer the *Contract* and oversee the work of the *Consultant* in its performance of the *Consultancy Services*.

Where there is no person or position nominated as *Project Officer* in schedule 1, the *Principal* must advise of the name and contact details of the *Project Officer* to the *Consultant* within three days of commencement of the *Contract* and must advise the *Consultant* within three days of any change in nomination.

The *Consultant* must:

- (i) liaise with and report to the *Project Officer*;
- (ii) except in cases of dispute with the *Project Officer*, address all communications to the *Principal* marked 'For the attention of the (name) *Project Officer*'.

6. INTELLECTUAL PROPERTY

Title to and ownership of *Intellectual property rights* (including copyright) in all *Contract material* shall upon its creation vest in the *Principal* without need for further assurance. The *Consultant* shall do all things necessary to perfect the vesting of the *Intellectual property rights* attaching to the *Contract material* in the *Principal*.

The *Consultant* shall retain the *Intellectual property rights* in any original ideas, equipment processes or systems created outside the terms of the *Contract* and used in carrying out the *Consultancy Services*. The *Consultant* shall grant or cause to be granted to the *Principal* an irrevocable license to use such *Intellectual property rights* for any purpose for which the *Consultancy Services* are provided.

To the extent that *Intellectual property rights* in or relating to the *Contract material* are not capable of being vested in the *Principal* because the *Consultant* does not own that *Intellectual property right*, the *Consultant* shall ensure that the *Principal* is irrevocably licensed to use that *Intellectual property right*.

The *Intellectual property rights* vested in the *Principal* pursuant to this clause may only be used by the *Principal* on projects developed for use by the State of Queensland.

The *Principal* grants to the *Consultant* a paid up, non exclusive, irrevocable license to use the *Intellectual property rights* in *Contract material* vested in the *Principal* pursuant to this clause, on the condition that:

- (a) the *Consultant* does not breach its obligations of confidentiality under the *Contract*;
- (b) the *Consultant* indemnifies and holds harmless the State and its officers, servants and agents from and against all actions claims, demands, judgements and any costs, damages or losses incurred, whatsoever and howsoever arising out of the *Consultant's* use of the *Contract material* or any part thereof, which may be brought or made against any of them by any person.

The *Consultant* agrees that all persons having authority to legally bind or commit the *Consultant* to any activity whatsoever and who perform work on or in connection with the provision of *Consultancy Services* will execute a consent in the form set out in *schedule 2* in respect of moral rights that may be possessed under the *Copyright Act 1968*.

Prior to any servant or agent of the *Consultant* commencing any work in or in connection with the provision of the *Consultancy Services*, the *Consultant* must use its best endeavours to obtain from all or any such servant or agent a consent in the form set out in *schedule 2* in respect of moral rights that may be possessed under the *Copyright Act 1968*.

The *Consultant*:

- (a) must ensure that it does not infringe any moral rights in carrying out the *Consultancy Services*;
- (b) indemnifies the *Principal* against any claims, costs, losses or damages suffered or incurred by the *Principal*, arising out of or in any way connected with any actual or alleged infringement of any moral right arising out of or in any way connected with the provision of the *Consultancy Services*.

In this clause 'moral rights' has the meaning as conferred by the *Copyright Act 1968* (Commonwealth).

This clause survives the termination or expiration of the *Contract*.

7. RECORDS AND CONTRACT MATERIAL

The *Consultant* must not use *Records* for any purpose other than in the performance of the *Consultancy Services* and must ensure that no unauthorised persons have access to the *Records* while in the *Consultant's* possession or control during or after the completion of the *Consultancy Services*.

Upon the expiration or early termination of the *Contract*, the *Consultant* must deliver to the *Principal* all *Records* and *Contract material* except in that the *Consultant* may keep copies of the *Contract material* such as it desires for its own records and for use in accordance with clause 6 of these *Conditions*.

8. CONFLICT OF INTEREST

The *Consultant* acknowledges that to the best of its knowledge, information and belief at the date of the *Contract* no conflict of interest exists or is likely to arise in the performance of its obligations under the *Contract*.

If during the currency of the *Contract*, a conflict or risk of conflict of interest arises (without limitation, because of work undertaken for any person other than the *Principal*) the *Consultant* undertakes to notify the *Principal* immediately in writing of that conflict or risk of conflict of interest.

The *Consultant* must take all reasonable measures to ensure that its employees, agents and subcontractors do not, during the currency of the *Contract*, engage in any activity or obtain any interest which is in conflict with providing the *Consultancy Services* to the *Principal*. Any such activity must be disclosed in writing to the *Principal* immediately. Where the *Principal* receives a notice of conflict of interest under this clause, the *Principal* may proceed under clause 11.2 of these *Conditions*.

9. DISCLOSURE OF INFORMATION

The *Consultant* must:

- (a) keep all *Records* and *Contract material* in a secure location so that no unauthorised person is able to access any of them;
- (b) ensure that *Records* and *Contract material* are kept confidential as between the *Consultant* and the *Principal* and are not disclosed to any other person except where:
 - (i) required by law; or
 - (ii) the *Principal's consent* is obtained;
- (c) comply in all respects with the Information Privacy Principles set down in Queensland Government Information Standard 42.

If requested by the *Principal*, the *Consultant* must provide and must procure from each of its servants, agents and subcontractors engaged in the performance of the *Consultancy Services*, a confidentiality undertaking in the form set out in *schedule 3* or some other form as may be acceptable to the *Principal*.

The *Consultant* indemnifies the *Principal* against any claims and all costs, losses or damages suffered or incurred by the *Principal* arising out of or in any way connected with a breach of the obligations of the *Consultant* under this clause.

The *Principal* must except as required by law and subject to the *Contract*, treat as confidential, all information so designated in writing by the *Consultant*.

This clause survives termination or expiration of the *Contract*.

10. DIRECTIONS AND VARIATIONS

10.1 Directions by *Principal*

Except where the *Contract* otherwise provides, a direction may be given orally but the *Principal* shall, as soon as practicable, confirm it in writing.

If the *Consultant* in writing requests the *Principal* to confirm an oral direction, the *Consultant* shall not be bound to comply with that direction until the *Principal* confirms it in writing.

10.2 Variations

The *Principal* may, by written notice to the *Consultant*, direct the *Consultant* to vary the *Consultancy Services* in nature, scope or timing (and including the omission or reduction of any part of the *Consultancy Services*) and the *Consultant* shall be bound to comply with that direction.

Any variation in the fee or disbursements payable to the *Consultant* as a consequence of a direction by the *Principal* under this clause shall, unless otherwise agreed, be determined using the basis on which payment for *Consultancy Services* was originally accepted by the *Principal*.

The *Principal* shall not be liable for payment to the *Consultant* for any compensation for loss of profits or for any other reason.

10.3 Errors and Omissions in the Contract Material

The *Consultant* shall correct errors or omissions in the *Contract Material* at the *Consultant's* own expense.

Where due to circumstances beyond the reasonable control or anticipation of the *Consultant*, the *Consultant* is required to alter, add, or delete *Contract Material* previously submitted in final form and accepted by the *Principal* and which otherwise would have complied with the *Contract*, the *Consultant* shall inform the *Principal* and seek direction. Any subsequent alteration, addition or deletion shall be a variation.

11. SUSPENSION, DEFAULT, TERMINATION

11.1 Suspension

The *Principal* may, at any time by prior written notice to the *Consultant*, suspend the carrying out of the *Consultancy Services* or any part thereof.

Subject to the next paragraph, if fees or expenses have not been agreed in advance, the *Principal* must pay to the *Consultant* the fees and expenses reasonably incurred by the *Consultant* in carrying out the *Consultancy Services* to the date of suspension together with any costs and expenses reasonably incurred by the *Consultant* by reason of the suspension. The *Principal* shall not be liable for payment to the *Consultant* for any compensation for loss of profits or any other reason.

Where the suspension is the result of any act or omission of the *Consultant*, the *Consultant* shall not be entitled to payment of any fees, expenses or compensation arising out of such suspension, which shall be borne by the *Consultant*.

The *Principal* must give the *Consultant* reasonable notice to recommence carrying out those *Consultancy Services* so suspended.

11.2 Termination due to Default

If the *Consultant* commits a breach of *Contract*, the *Principal* may suspend payment under the *Contract* and give to the *Consultant* a written notice to show cause.

A notice to show cause must:

-
- (a) state that it is a notice given under this subclause of these *Conditions*;
 - (b) specify the alleged breach with reasonable details;
 - (c) require the *Consultant* to show cause in writing why the *Principal* should not terminate the *Contract*;
 - (d) specify the date by which the *Consultant* must show cause (which date shall not be less than seven days after the date of the notice).

If by the time specified in the notice to show cause, the *Consultant* fails to show reasonable cause to the satisfaction of the *Principal*, the *Principal* may, by further written notice, terminate the *Contract*.

11.3 Termination without Cause

The *Principal* may terminate the *Contract* at any time and for any reason by giving reasonable prior written notice to the *Consultant*.

If the *Contract* is terminated pursuant to this subclause 11.3, the *Principal* must pay to the *Consultant* the fees and expenses reasonably incurred by the *Consultant* in carrying out the *Consultancy Services* to the date of termination together with any costs and expenses reasonably incurred by the *Consultant* by reason of termination, except that if the *Consultant* is re-engaged by a contractor of the *Principal*, no such costs and expenses incurred by the *Consultant* by reason of termination shall be payable.

The *Principal* shall not be liable for payment to the *Consultant* for any compensation, for loss of profits or any other reason nor shall the *Principal* be liable for payment to the *Consultant* for any amount greater than the amount that the *Principal* would have paid to the *Consultant* had the *Contract* been completely performed.

11.4 Insolvency

If:

- (a) the *Consultant* informs the *Principal* in writing or creditors generally that the *Consultant* is insolvent or it is financially unable to proceed with the *Contract*;
- (b) execution is levied against the *Consultant* by a creditor;
- (c) the *Consultant*, being an individual person, or a partnership including an individual person, and that person:
 - (i) commits an act of bankruptcy;
 - (ii) has a bankruptcy petition presented against it;
 - (iii) presents a debtor's petition or a declaration of an intention to present a debtor's petition to the Official Receiver;
 - (iv) is made bankrupt;
 - (v) under part IX of the *Bankruptcy Act 1966*:
 - A. makes a written proposal for a debt agreement; and
 - B. the proposal becomes a debt agreement; or
 - (vi) makes a proposal for a deed of assignment, deed of arrangement or a composition; or
 - (vii) under part X of the *Bankruptcy Act 1966*:
 - A. has a deed of assignment or deed of arrangement made;

-
- B. accepts a composition;
 - C. is required to present a debtor's petition; or
 - D. has a sequestration order made; or
- (d) the *Consultant* is a corporation and:
- (i) a notice is given of a meeting of creditors with a view to the corporation entering a deed of company arrangement;
 - (ii) the *Consultant* enters a deed of company arrangement with directors;
 - (iii) a controller or administrator is appointed;
 - (iv) a meeting of creditors is called with a view to:
 - A. entering a scheme of arrangement or composition with creditors; or
 - B. appointing a controller or administrator to the party;
 - (v) a receiver of the property or part of the property of the *Consultant* is appointed;
 - (vi) the *Consultant* takes or commences or has taken, commenced or instituted against it any process, action or proceeding, whether voluntary or compulsory, which has an object or may result in the winding up of the company, other than a voluntary winding up by members for the purpose of reconstruction or amalgamation, or a controller or administrator is appointed or enters into a compromise or other arrangement with its creditors or a receiver or receiver and manager is appointed to carry on the *Consultant's* business for the benefit of the creditors or any of them;
 - (vii) a winding up order is made; or
 - (viii) execution is levied by creditors, debenture holders or trustees or under a floating charge;

then the *Principal* may, notwithstanding that there has been no breach of the *Contract* and in addition to any other rights, terminate the *Contract* without giving prior notice.

11.5 Rights on Termination

If the *Contract* is terminated, the rights and liabilities of the *Consultant* and the *Principal* shall be the same as they would have been at common law had the *Consultant* repudiated the *Contract* and the *Principal* had elected to treat the *Contract* as at an end and recover damages.

12. RISK AND INDEMNITY

The *Consultant* releases and indemnifies the *Principal* from and against:

- (a) loss of or damage to any property of the *Principal* including the *Contract Material*;
- (b) claims and demands whatsoever and howsoever arising which may be brought or made against the *Principal* by any person in respect of personal injury or death or loss of or damage to any other property;

arising out of the performance (or attempted or purported performance or non performance) of the *Consultancy Services* by the *Consultant* but the *Consultant's* liability to indemnify the *Principal* shall be reduced proportionally to the extent that an act or omission of the *Principal* or the employees, agents or other contractors of the *Principal* contributed to the loss, damage, death or injury.

This indemnity in this clause 12 shall not apply to:

-
- (c) exclude any other right of the *Principal* to be indemnified by the *Consultant*;
 - (d) damage which is the unavoidable result of the carrying out of the *Consultancy Services* in accordance with the *Contract*; and
 - (e) claims in respect of the *Principal's* right to have the *Consultancy Services* carried out.

The *Consultant's* liability to the *Principal* under the *Contract* is limited to the amount of professional indemnity insurance specified in *schedule 1*.

This clause survives the termination or expiration of the *Contract*.

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13. INSURANCE

The *Consultant* must effect and maintain the following insurances in connection with the provision of *Consultancy Services*:

public liability insurance,
workers' compensation insurance,
professional indemnity insurance.

The public liability insurance shall be for an amount not less than that set out in *schedule 1* and shall be maintained for the entire duration of the *Contract*.

The workers' compensation insurance shall be for an unlimited amount, shall include liability under statute and at common law and shall be maintained for the entire duration of the *Contract*.

The professional indemnity insurance shall be for an amount not less than that set out in *schedule 1* and shall be maintained for not less than the period set out in *schedule 1*.

Before the *Consultant* commences work and whenever requested in writing by the *Principal* so to do, the *Consultant* shall produce evidence to the *Principal's* satisfaction and approval that the insurances required by this clause 13 have been effected and maintained.

If, after being requested in writing by the *Principal* so to do, the *Consultant* fails to produce evidence of compliance with insurance obligations to the satisfaction and approval of the *Principal*, the *Principal* may effect and maintain the insurance, pay the premiums and deduct these payments from moneys due or to become due to the *Consultant* from the *Principal* or otherwise treat the failure as a breach of *Contract*.

The *Consultant* shall be liable for and indemnify the *Principal* in respect of the amounts of any deductibles and excesses applicable to any claim made under the insurance policies required by this clause 13.

The effecting and maintaining of insurance shall not limit the liabilities or obligations of the *Consultant* under other provisions of the *Contract*.

This clause survives the termination or expiration of the *Contract*.

14. DISPUTE RESOLUTION

14.1 Notice of Dispute

If a difference or dispute (together called a 'dispute') between the parties arises out of or in connection with the *Contract*, then either party shall give the other party a notice of dispute identifying and providing details of the dispute.

Notwithstanding the existence of a dispute, the parties shall, subject to clause 11, continue to perform the *Contract*.

14.2 Conference

Within fourteen days after receiving a notice of dispute, or such other period as agreed between the parties, the parties shall confer at least once to resolve the dispute or to agree on methods of doing so. At every such conference each party shall be represented by a

person having authority to agree to such resolution or methods of resolution. All aspects of every such conference except the fact of occurrence shall be kept confidential by the parties.

14.3 Expert Determination

If the dispute has not been resolved within 28 days of service of the notice of dispute, or other period agreed between the parties, then that dispute shall be and is hereby referred to expert determination in accordance with this subclause 14.3.

The expert shall be appointed by agreement of the parties. However, if within fourteen days of the dispute being referred to expert determination the parties have not agreed upon an expert, the expert shall be nominated by the President for the time being of the Queensland Law Society.

Except where the parties otherwise agree in writing:

- (a) each party shall bear its own costs and pay one half of the expert's fees and expenses;
- (b) the expert shall not act as an arbitrator; and
- (c) the determination of the expert shall be final and binding on the parties;

This clause survives the termination and expiration of the *Contract*.

15. WAIVER

No rights under the *Contract* shall be deemed to be waived except where the waiver is in writing and is signed by each party. A waiver by either party shall not prejudice its rights in respect of any subsequent breach of the *Contract* by the other party. Any failure by either party to enforce any clause of the *Contract* or any forbearance, delay or indulgence granted by either party to the other will not be construed as a waiver of the rights under the *Contract*.

16. GOVERNING LAW

The *Contract* shall be governed by and construed in accordance with the law of Queensland.

17. ENTIRE AGREEMENT

The *Contract* constitutes the entire agreement between the parties in relation to its subject matter and supersedes all previous agreements, arrangements and understandings relating to the subject matter of this *Contract*.

18. NOTICES

Notices must be in writing and may be delivered by prepaid postage, by hand or by facsimile transmission to the parties at the address specified in the offer or letter of acceptance, or other address subsequently notified by a party to the other. Alternatively,

where the *Consultant* is a company, notices may be delivered to the *Consultant's* registered office. Notices will be deemed to be given:

- (a) two days after deposit in the mail with postage prepaid;
- (b) immediately upon delivery by hand;
- (c) immediately upon an apparently successful facsimile transmission of the entire notice being noted by the sender's transmitter, but if after 5:00pm the notice will be deemed to be given at 9:00am on the next business day.

Where an email address is specified in the offer or letter of acceptance for the purpose of service of notices, then notices may be delivered by email transmission. Such notices will be deemed to be given when the sender is notified that the email has been read by the recipient.

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**General Conditions of Contract
for
Consultancy Services
(Long Form Contract)**

SCHEDULE 1

ITEM

- | | |
|--|---|
| 1. (a) The Department through which the <i>Principal</i> (State of Queensland) acts (Clause 1) | Department of Education, Training and the Arts |
| (b) Address of the <i>Principal</i> | Executive Director
Facilities Services Branch
Department of Education and the Arts
PO Box 15033
City East QLD 4002 |
| 2. (a) The <i>Project Officer</i> is (Clause 1) | The Project Coordinator nominated in Attachment A to the Terms of Reference |
| (b) Address of the <i>Project Officer</i> | New Schools Unit
Facilities Services Branch
Department of Education and the Arts
PO Box 15033
City East QLD 4002 |
| 3. (a) Acknowledgements – The alternative applying (Clause 2.2) | Alternative 1 |
| 4. Times for payment (Clause 4) | 28 days from receipt of claim |
| 6. (a) Amount of public liability insurance | \$ 5,000,000 |
| (b) (i) Amount of Professional Indemnity Insurance | \$ 2,000,000 |
| (ii) Period during which Professional Indemnity Insurance is to be maintained | 6 years after the date of completion of the <i>Consultancy Services</i> |

**General Conditions of Contract
for
Consultancy Services
(Long Form Contract)**

SCHEDULE 2

**Moral Rights – Specific Consent
for the Benefit of The State of Queensland**

I have been engaged to produce material ('Contract Material') forming part of or constituting a deliverable that is created, written or otherwise brought into existence for the Consultant named below in the course of the Consultant performing a Contract with the State of Queensland ('State').

To enable the State to use the Contract Material according to its needs from time to time which may involve infringement of my moral rights, I have been asked to provide this consent.

1. I acknowledge that I give this consent in relation to the possible infringement of my moral rights of integrity, attribution and false attribution by the State in relation to the Use of the Contract Material.

2. In accordance with s.195AWA of the *Copyright Act 1968* I consent to the State undertaking the following acts or omissions or the following classes or types of acts or omissions in relation to the Contract Material whether occurring before or after the date of this consent:

- any amendment, deletion / destruction, alteration, relocation or selection of the Contract Material, at the discretion of the State; and
- the publication and communication of the Contract Material,

whether in whole or in part, in any context at the discretion of the State to ensure the Contract Material meet the business or other needs of the State from time to time.

3. I also consent to the State determining, in its sole discretion, whether or not I will be attributed as an author of the Contract Material. If I will be attributed as an author, I consent to attribution in the manner and form as determined by the State.

4. This consent is a genuine consent given without duress or undue influence.

Name of Consultant:

Consultancy Contract:

.....
(Author's name)

.....
(Witness's name)

.....
(Author's signature)

.....
(Witness's signature)

.....
Date

**General Conditions of Contract
for
Consultancy Services
(Long Form Contract)**

SCHEDULE 3

DEED OF CONFIDENTIALITY

By this Deed dated the _____ day of _____ 200

BETWEEN

(the Principal)

AND

(the Confidant)

THE CONFIDANT PROVIDES THE UNDERTAKINGS SET OUT BELOW

in respect of work to be performed, and information to be acquired, directly or indirectly in connection with [specify contract].

1. INTERPRETATION

Definition

'Information' means information, documents and data stored by any means and any information made available to me in the course of my dealings with the Principal or its employees, agents and contractors/consultants (or any subcontractors/subcontractors of subcontractors/consultants) and includes information relating to:-

- (a) any intellectual property rights of the Principal;
- (b) to the financial position or reputation of the Principal;
- (c) the internal management and structure of the Principal;
- (d) the personnel, policies and strategies of the Principal;
- (e) the Principal's clients or suppliers;
- (f) personal information as defined in Queensland Government Information Standard 42.

2. NON DISCLOSURE

- 2.1 I will treat as secret and confidential all information to which I have access or which is disclosed to me.
- 2.2 If the Principal grants its consent for me to disclose information, it may impose conditions on that consent. In particular, the Principal may require that I obtain the execution of a Deed in these terms by the person to whom I propose to disclose the information.

-
- 2.3 My obligations under this Deed shall not be taken to have been breached where I am legally required to disclose the information.

3. RESTRICTION ON USE

- 3.1 I will use the information only for the purpose of my dealings with the Principal (whether directly or indirectly).
- 3.2 I will not copy or reproduce the information without the approval of the Principal, will not allow any other person outside the Principal access to the information and will take all necessary precautions to prevent unauthorised access to or copying of the information in my control.

4. SURVIVAL

- 4.1 This Deed will survive the termination or expiry of any Contract between the Principal and me, as being any contractor/consultant of the Principal and me, providing for the performance of services or the provision of goods by me (whether directly or indirectly).

5. POWERS OF THE PRINCIPAL

5.1 Production of Documents

- 5.1.1 Immediately upon request by the Principal, I must deliver to the Principal all documents in my possession or control containing information.
- 5.1.2 If at the time of such a request I am aware that documents containing confidential information are beyond my possession or control, then I must provide full details of where the documents containing the information are, and the identity of the person who has control of them.

6. APPLICABLE LAW

- 6.1 This Deed shall be governed in accordance with the law of Queensland.

EXECUTED AS A DEED



**Queensland
Government**
Education
Queensland

Park Lake State School
New School – Stage 2
General Learning Block

Initiation Brief

05 November 2008

DoE Release under the Right to Information Act 2009

TRIM 08/168472

1. Project Overview

1.1 Centre Information

School/Centre: **Parl Lake State School**

Region: **South Coast**

Cooling Zone: **No**

Heating Zone: **No**

Project Number: **34-114507**

Project Description: **Stage 2 New School
General Learning Block
8 space 2 storey**

1.2 Project Details

Type: Essential Classroom Requirement

Status:

■ Options Study	
■ Planning Only	x
■ Planning & Construction	

2. Purpose

The purpose of this brief is to engage FSB in establishing a project budget for the works defined below.

Project scope to be delivered will be confirmed by Strategic Facilities Branch following development of the initial costing.

3. Background

The proposed facilities are aimed at providing additional accommodation for increased student enrolment in accordance with the staged development of the site master plan.

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4. Scope of Work

- A new 2 storey building containing 4 General Learning areas on the first floor and 4 General Learning areas on the ground floor. The space relationship diagrams indicate a suggested configuration of spaces and key functional relationships. Generally plans will match those of the existing General Learning Blocks, which have been previously developed in concert with the South Coast Regional facilities team.
- Covered link access to connect the new building to existing covered link system.
- Siting to be in accordance with the site master plan.
- Allow a budget allocation of \$30 000 for landscaping around the new building
- Confirm the adequacy of the existing services infrastructure and extend to the new building – water, drainage, power, data, telecommunication, electronic security and evacuation alarm.
- Ensure that lock hardware is compatible with the existing master key system.
- Data network equipment provided by EQ, allow a budget of \$8000
- Phone system equipment and hand-sets provided by EQ, allow a budget of \$8000
- Allow \$100 000 cash allocation to the school for purchase of new furniture and plug in equipment
- Allow \$10 000 cash allocation to the school for purchase of education resources.

5. Other Considerations

- Building floor plan layouts should develop from the scheduled functional areas with FECA target area = functional area plus 5% and GFA target area = FECA plus 15% plus functional unenclosed area.
- The building design solution is to deliver educationally functional, fit for purpose, comfortable, healthy facilities that inspire student learning and support the delivery of modern curriculum initiatives.
- The design and construction is to be an appropriate mix of innovation and cost effective techniques, which take into account the character of the site landscape and the existing buildings whilst achieving a contemporary feel.
- The general requirements of construction, materials and planning are to comply with EQ Design Guidelines for Education Queensland School Facilities. These guidelines also refer specifically to EQ IT&T Standards for data and telecommunication services and EQ Security Standards
- Materials, finishes and services need to be durable and low maintenance consistent with the high wear and tear encountered in the school environment. Minimisation of life-cycle costs is a priority when considering capital cost.

- Site planning, site services and building design solutions should be responsive to the local environment and incorporate where feasible the principles of Environmental Sustainable Development (ESD). Under the Queensland Development Code – effective from 1/1/2008. Section MP4.3 – “Alternative Water Sources”, supply and connect rainwater tanks to the building with plumbing connection to a proximate or future amenities building.
- The building fabric, thermal insulation, sun shading and natural ventilation measures are to be designed to maximise passive thermal performance to achieve optimal comfort conditions taking into account the climatic conditions in south-east Queensland. Direct sun penetration should be excluded from GLAs, Withdrawal Areas and Practical Learning Areas between 9am and 3pm and from the Teacher Preparation Rooms between 8am and 5pm. Where possible, natural lighting should be provided in classrooms to minimise the need for artificial lighting during the day.
- Disabled access is to comply with the requirements of AS 1428.1 and the requirements of the Disability Discrimination Act as recommended by an acknowledged expert consultant in this field.

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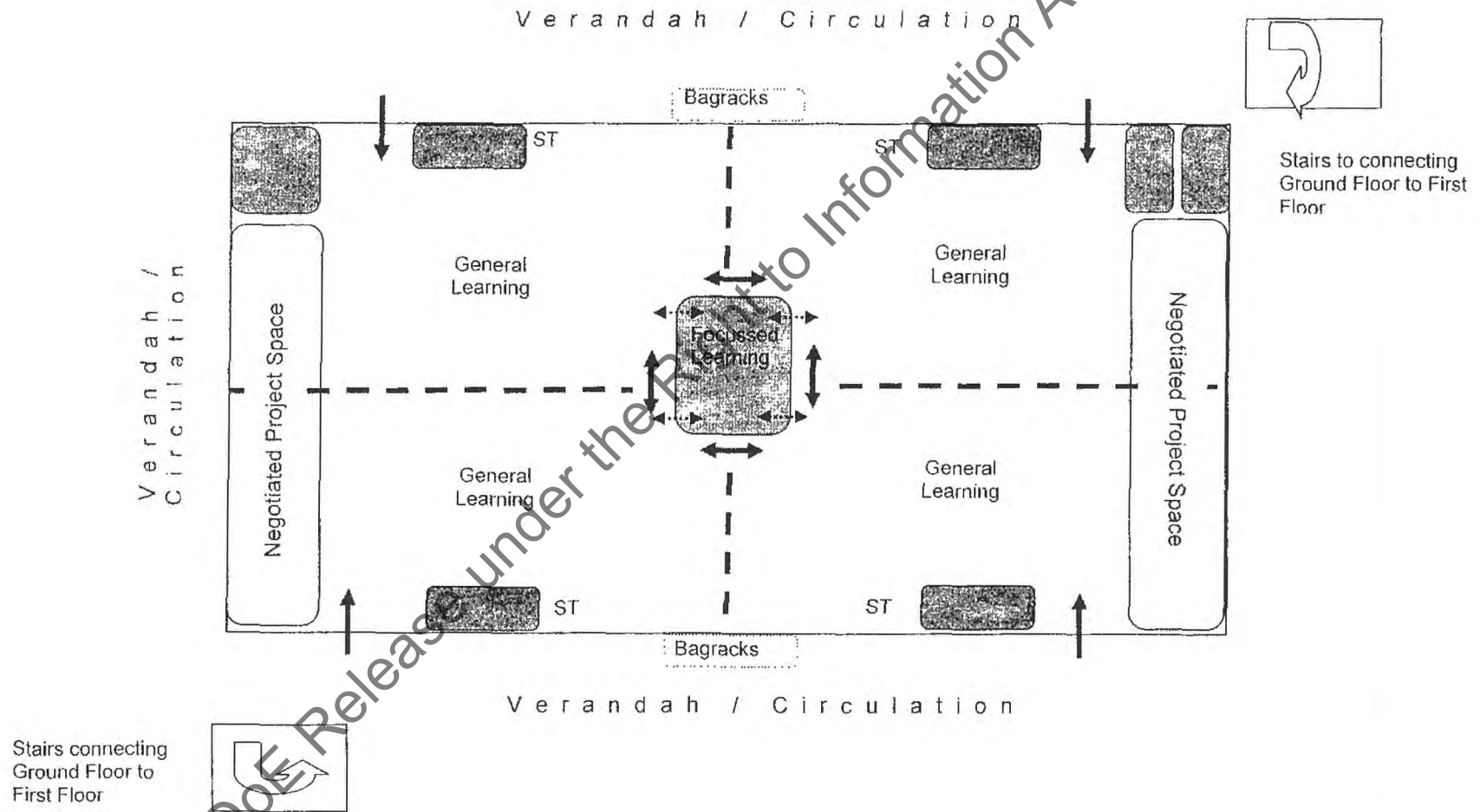
6. Specific Requirements of the new building

The 8 space block is to be double-storey and will provide the accommodation as scheduled below:

Space schedule

Space	Number	Functional Unit Area	Net Functional Area m2 - Enclosed	Net Functional Area m2 - Unenclosed
GLAs	8	61	488	
Focussed Learning Area	2	16	32	
Negotiated Project Space	4	34	136	
Classroom Storage Area	8	4	32	
Unisex PWED Toilet	2	5	10	
Student Toilet -Male (self contained)	2	3	6	
Student Toilet -Female (self contained)	2	3	6	
Total			710	
External Verandah Area				150 (approx)

Park Lake State School
Proposed GLA Block
 Space Relationships – Both Floors



Room Data – General Requirements

General Learning Areas

- Each GLA accommodates up to 25 junior or 28 senior primary students
- Consider the use of the "Square" design as per Norfolk Village SS to provide greater line of vision to Whiteboard/Smartboard wall
- All 4 GLAs to open up via folding panel acoustic doors to form double classroom space. NOTE panel doors to extend to Negotiated Project Space to improve acoustic performance.
- Power and data outlets to IT&T standards – 2 double power outlets and 2 double data outlets on walls, 2 double power outlets and 2 double data outlets mounted in 6 x floor boxes to each classroom as per existing buildings. Power and data to ceiling mounted data projector and Smartboard.
- Fixed whiteboard/smartboard (1500 x 1200 of each) to each GLA located on wall of small storage area
- Pinboard on available walls and on folding panel doors
- Carpet on floor (INTERFACEFLOR carpet tiles)
- Acoustic absorbing ceiling – Rating M
- Acoustic isolation – Rating M
- Physical Security – Category D
- Overhead display wires (4 mounted at 2200H)
- Provision for ceiling mounted data projector to be provided in each classroom ()
- Loose furniture to be provided by the school from the budget allocation provided (typically 28 student desks and chairs, movable storage shelving units, work tables or trapezoidal tables)

Negotiated Project Area

- A space shared between a pair of general classrooms for practical activities for science, art, design and project development
- Open access to GLAs
- Perimeter benches to external side of building below fenestration, with full height storage cupboards to solid wall areas, as per existing. Joinery to feature range of cupboards with adjustable shelving and drawer units for flat and bulky storage.
- Island bench areas diving area from adjacent classrooms areas which contain work space, stove and sink unit with drawers and cupboards under as per existing.
- Benches at 825 height (suggested) (to suit upper primary students) with double bowl kitchen sink and drainer, upright stove, cupboards under, space for upright fridge (provided by school). Benches to be 10mm compressed laminate (DUROSTYLE or equivalent)
- Stove/cook with key operated lockable on/off switch
- Power and data outlets to IT&T standards – 4 double power outlets and 4 double data outlets
- Vinyl to floor in this space (non slip R10)

- Mobile bench unit to area affected by operable wall closure (see Norfolk Village plans)

Focussed Learning Area

- A multipurpose space for up to 12 students utilising networked computers and a variety of science and technology apparatus and resources
- Visual supervision from GLAs via maximum width glass wall and glass door (glass above 1000)
- Special attention needs to be given to the adequacy of ventilation
- Consider also the need for a skylight to enhance natural lighting levels
- Pinboard and whiteboard where wall space allows
- Acoustic absorbing ceiling – Rating M
- Acoustic isolation – Rating M
- Physical Security – Category D
- Power and data to IT&T standards. 2 double power outlets and 2 double data outlets on walls.
- Carpet to floor (INTERFACEFLOR Carpet Tiles)
- Loose furniture and AV/Data equipment to be provided by the school from the budget allocation provided (typically work tables and chairs)

Resource Store

- Small storage alcove for classroom resources as per existing
- Accessible from GLA as adjustable shelving located under whiteboard/Smartboard
- Shelving to be located in the built-out void, that is the store
- Other bulky items could be stored in this alcove on the top of the shelving unit within this 'void' space

Unisex PWD Toilet

- Opening directly from external circulation
- Contains WC and wall-mounted wash basin. Both fixtures to comply with AS1428.1
- Grab rails to WC area as per AS1428.1
- Lockable door – inwards opening with privacy indicator
- Toilet paper and paper towel dispenser
- Liquid soap dispenser mounted over basin area
- Vinyl floor Non slip – R10
- Consider use of vented skylight

Student Toilet

- Opening directly from external circulation
- Contains WC and wall-mounted wash basin.
- Lockable door – inwards opening with privacy indicator
- Toilet paper and paper towel dispenser
- Liquid soap dispenser mounted over basin area
- Vinyl floor Non slip – R10
- Consider use of vented skylight

Data/ Storage Cupboard (if applicable)

- Small cupboard/room to accommodate data cabinet/rack
- Allow for 800x800x1800 high data rack with 600 clearance on two adjacent sides for servicing equipment
- Vinyl on floor
- Secure door with ventilation grille for air intake
- Grille in ceiling for heat escape and thermal controlled exhaust fan
- Remainder of space is available for general storage (loose furniture shelving to be provided by the school from the budget allocation provided)

Bagracks

- One bag rack unit per GLA, (4 total, each typically 2400long x 500deep x 900high, 3 shelves high) located outside each classroom out of sun and rain

7. Timelines

The 8-space building is planned to commence construction in the 2008-09 financial year, with completion by November 2009 ready for occupation by students for the start of the 2010 school year.

8. Deliverables

The following services are required:

- Project Development Plan including a preliminary floor plan layout and Indicative Cost Schedule
- Updated site master plan showing new building.
- Indicative program for delivery.

9. Further Information

Should you require further information regarding any aspect of this Initiation Brief, please contact

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Strategic Facilities Branch
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