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| User Guidance  The following document is part of the Construction Consultancy Services (CCS) standard form for preparation of a Request for Tender document for Construction Consultancy Services above $50,000 (Ex GST).  **Part 4: The Services**  Please refer to buy.nsw website at <https://buy.nsw.gov.au/categories/construction> to locate all documents referenced throughout this text. Guidance is based on Microsoft 365 Word.  Guide Notes  This standard form contains guidance in hidden text, ie:  **GUIDE NOTES:**  Guide Note examples  If the Guide Notes are not visible, click on the **Show/Hide** button “¶”.  If still not visible, then:  **•** Go to Microsoft Word **File/Options** menu;  • Select the **Display** tab; then  **•** Tick the **Hidden Text** check box and click the **OK** button.  This process can also be used to hide guide notes in a finished document.  General  Insertion Points  Each ‘»’ shows where input is required. Click onto each ‘»’ and overtype.  When Completed:  1. Remove all Guide Notes manually or by the following steps:  **•** On the **Editing** menu click **Replace**, then (if required)  **•** Click the **More** button;  **•** Click the **Format** button, click on **Font**;  **•** Tick the **Hidden** check box and click the **OK** button;  **•** Click the **Special** button, click on **Any Character**; then  **•** Click the **Replace All** button.  2. Delete this **User Guidance**, along with the following **Page Break**. |



*New South Wales Government*

Construction Consultancy Services

Services to Be Provided

Space

Space

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insert the AGREEMENT nAME and RFT nUMBER in the footer.

The details must match those on the title page.

to update the table of contents:

* Click and highlight the table;
* Press “F9” Key; and
* in the “update table of contents” box select “update entire table”

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This section specifies the technical details of the Services to be carried out under the agreement. It must clearly and unambiguously state the things that the consultant is required to do. It may refer to other documents.

Some typical clauses are included below. Use the sections and clauses that are appropriate to the engagement. delete headings, clauses and prompts that are not applicable.

1. Background

a brief description of the project may be included here, including details about the program of works, the client, the project objectives, other related engagements and contracts, and the reason for the SErvices. If not used, delete the heading and the prompt below.

»

1. Description of the Services

The Services under this Agreement include:

Include either option 1 or option 2 and delete the option that does not apply.

* Use Option 1 for engagements other than preparation of RFT documents.
* Use Option 2 for engagements that involve designing construction works and preparing RFT documents.

Option 1

Include details of:

* the nature and scope of the required services;
* information about the project for which the services are required;
* functional and technical requirements; and
* attachments or drawings that describe the requirements.
* »

End of Option 1

Option 2

insert the services descriptor, EG:

* Design
* Design Development
* preparation of REquest for Tender Documents.
* »

and complete the description below by inserting the name of the project at the second insertion point.

for a contract for the construction of » .

The Consultant is required to carry out tasks including, but not limited to:

Amend the list of tasks below to suit the engagement.

* the completion of any and all outstanding work required to produce a complete set of Request for Tender (RFT) Documents, with the exception of the following work, which will be carried out by others and the outcomes provided for the Consultant’s use:

INsert the work to be carried out by others, if applicable. If none, insert “nil”.

* »
* identification of any significant risks likely to occur during the course of the construction contract and recommended actions to address such risks;
* preparation of a complete set of RFT Documents;
* verification that the RFT Documents comply with the requirements of the Agreement, including any changes requested, and have been checked for inconsistencies within and/or between the various sections (including drawings, schedules and appendices); and
* delivery to the Principal of the following documentation:

INsert the required deliverables.

* Safe Design Report
* RFT Documents

INsert other documents required, eg, “for construction” drawings.

* »

1. Statement of purpose

Include either option 1 or option 2 and delete the option that does not apply.

* Use Option 1 for engagements other than preparation of RFt documents.
* Use Option 2 for engagements that involve designing construction works and preparing RFt documents.

Option 1

State the purposes for which the Principal will use the contract material provided under the agreement. Do not delete the final sentence.

The purpose of the Services is to:

* ».

This statement of purpose is not intended to be an exhaustive list of the purposes required by this Agreement.

End Of Option 1

Option 2

In the sentence below:

* At the first insertion point INSERT a brief description of the asset/facility that is to be designed, eg, Public School or Water Treatment Plant.
* At the second insertion point Insert a statement of purpose.

The » that is to be designed under this Agreement will be used » .

In the sentence below:

* At the first insertion point INSERT a description of the type of work, EG, Construction or Design and Construction or Design Development and Construction.
* At the second insertion point Insert the type of work, eg. a new Public School or alterations and additions to an existing high school or a new water treatment plant.

The RFT Documents prepared under this Agreement will be used for the purpose of calling tenders and awarding a contract for the » of ».

This statement of purpose is not intended to be an exhaustive list of the purposes required by this Agreement.

End of Option 2

1. Project Budget

Include this clause and the above heading if the consultant is required to design an asset/structure or provide a product to meet an approved Project budget, Otherwise delete.

Insert the Approved Project budget.

The Approved Project Budget is $» .

Amend the sentence below to suit the engagement.

The Consultant is responsible for designing the proposed works to meet the Approved Project Budget, which must not be exceeded without prior approval from the Principal.

1. Project Program

Include this clause and the above heading if the principal intends to provide the consultant with a project program which specifies the time allowed for the services. Otherwise delete.

The Approved Project Program identifies activities required to bring the project to completion, which may include approvals and clearances and inputs required from the Principal and others. The Program highlights critical milestones for each phase of the Project, including the Services, as follows:

Insert the program requirements.

* »

Unless otherwise approved by the Principal, the Consultant must complete the Services within the time allowed for them in the Approved Project Program.

1. Cost estimating

The Consultant must provide cost estimates at the following milestones:

Insert the milestones where cost estimates are required, eg:

* 50% Schematic design;
* 95% Schematic design (Design Estimate);
* 50% design development (Cost check);
* 95% design development (Cost check);
* 50% Documentation (Cost check); and
* 95% Documentation (PreTender Estimate).
* »

All cost estimates prepared under the Agreement must meet the following requirements:

Insert relevant details such as the:

* method of measurement;
* method of estimation;
* component break-up;
* base dates; and
* format required.
* »

1. Quality management system

Include this clause and the above heading if the estimated fee is greaTer than $250,000, otherwise delete.

Requirement

All Services under the Agreement, including services by subconsultants and secondary consultants, must be carried out under a quality management system certified as meeting the requirements of AS/NZS ISO 9001, except when the Principal has accepted a tender where the situation is otherwise.

The above clause means tenders from regional/local consultants who do not meet the quality management system requirements may be accepted.

Audits

The Principal may conduct audits of the Consultant's and subconsultants’ quality management systems during the Agreement. These audits may be carried out by or on behalf of the Principal. Reasonable prior notification of the date and scope of an audit will be given.

End of clause – Quality management system

1. Services Delivery Plan

The Consultant must develop, document, implement and maintain a Services Delivery Plan specific to the Services under this Agreement.

The Consultant must provide the Services Delivery Plan within the time specified in the Agreement Information, or as otherwise agreed by the Principal to suit the progressive implementation of the Services Delivery Plan in conjunction with the Services. The Services Delivery Plan may be prepared in stages, but the relevant parts of the Plan must be submitted, considered by the Principal (allow 5 business days from receipt by the Principal), and in place before related Services commence.

The Consultant must incorporate relevant information provided with the Consultant’s Tender into the Services Delivery Plan.

The Services Delivery Plan must cover:

Include only relevant items from the suggested list below.

* subconsultants and the interaction and integration of their activities with the Services;
* management and control of documentation, including CAD drawings, and all Contract Material to be prepared for the Services, including reports and other documents;
* design management;
* time management, including program management;
* cost control/reporting/recording;
* stakeholder communication, consultation and liaison;
* auditing and audit trails;
* reporting and monitoring;
* health and safety in design and in activities on the work site;
* process control generally; and
* other management required.

With each payment claim the Consultant must submit a description of any changes proposed to the Services Delivery Plan, including an updated activities list showing any changes in the Services breakdown structure, the program, personnel and progress of the Services.

1. Change requests

Delete the following clause and the above heading if the engagement does not involve the preparation of design documentation or RFt documents.

The Consultant must develop a suitable Change Request Form and use it to confirm in writing to the Principal the details of all changes to the technical requirements of the Agreement, whether they are requested by the Principal, the Client or the Consultant.

When the Principal or the Client orally requests a change, the Consultant must seek written confirmation from the Principal using a Change Request Form.

If the Consultant seeks a change to the requirements, a request must be made to the Principal using the Change Request Form and the Consultant must not implement the change until it is approved by the Principal.

Keep a running log of all changes requested and confirmed or approved. Advise the Principal of the time and cost implications no later than 5 business days after confirmation or approval of a change request.

end of clause - Change requests

1. Meetings

The Consultant must:

Amend this clause as required to suit the engagement. Include reference to PCG meetings, stakeholder consultation meetings or others that the consultant will be required to attend.

In the first dot point, Insert reference to the client, end users or others, if applicable, Otherwise delete “and” and the insertion point.

* attend design review meetings with the Principal and »;
* conduct coordination meetings with subconsultants and/or others who are assisting in providing the Services, including issuing agendas, chairing the meetings, taking and issuing minutes (as required); and managing any correspondence related to the meetings; and
* advise the Principal of the dates of coordination meetings at least one week in advance.

The schedule for design review meetings is:

Insert the expected meeting schedule or frequency.

* »

Amend the following sentence if required.

The Principal will arrange, chair and record the outcomes of design review meetings.

1. Site Visits

include this clause if the Agreement includes specific tendered rates for site visits, Otherwise delete.

The rate tendered for a site visit will be deemed to cover all costs related to a site visit, including the cost of personnel, on-costs and overheads, travel, accommodation and subsistence.

end of clause – Site visits

1. Relevant information

Include either option 1 or option 2 and delete the option that does not apply.

* Use Option 1 for engagements other than preparation of RFt documents.
* Use Option 2 for engagements that involve designing construction works and preparing RFt documents.

Option 1

The following relevant information is provided at Appendix A for the Consultant’s use in performing the Services:

Insert details, eg, survey, geotechnical, hydraulic, hydrological, oceanographic or other relevant technical information.

insert appendix a at end of this part

* »

End of Option 1

Option 2

Delete the following paragraph and insertion point if it does not apply.

The following relevant information is provided at Appendix A for the Consultant’s use in carrying out the design activities:

Insert details, eg, survey, geotechnical, hydraulic, hydrological, oceanographic or other relevant technical information. insert appendix a at end of this part

* »

End of Option 2

Advise the Principal as soon as possible if any of the above information contains errors or requirements or provisions that are contrary to other requirements of this Agreement.

1. Standards and guidelines

Include either option 1 or option 2 and delete the option that does not apply.

* Use Option 1 for engagements other than preparation of RFt documents.
* Use Option 2 for engagements that involve designing construction works and preparing RFt documents.

Option 1

The Consultant must comply with the latest standards, codes, guidelines and other standard documents relevant to the project and the disciplines involved in carrying out the Services, including:

Insert standards, codes, drawings, NATSPEC worksheets or other documents relevant to the type of project and the disciplines involved. If none are listed, delete “, including:” and the insertion point below.

* »

End of Option 1

Option 2

The Consultant must use the following standard documents in carrying out the design activities:

Insert standards, codes, drawings, NATSPEC worksheets or other documents relevant to the type of project and the disciplines involved, otherwise delete the above sentence and the following insertion point.

* »

The Consultant must include the following standard documents in the RFT Documents:

Insert a list of standard documents relevant to the type of project and the disciplines involved, eg, applicable Facilities Standards, otherwise delete the above sentence and the following insertion point

* »

End of Option 2

1. Format for Contract Material

Include the following paragraph and list if documents or reports are required in hard copy and electronic format. Otherwise Delete.

Provide the following Contract Material both in hard copy and electronic format:

List the documents to be provided.

* »

Use the following formats for the supply of Contract Material:

List the specific documents to be provided in electronic format, as well as the appropriate software application and version, eg:

* Microsoft Word 2000 or 2003;
* CAD information in Microstation version 4
* RFT Documents in Microsoft Word
* »

1. Checking of Contract Material

Delete the following clause and the above heading if the engagement does not involve the preparation of RFT documents.

Verification

Together with the design documents and the completed RFT Documents, provide:

* a quality management activities list fully signed off by the key personnel nominated;

specific requirements may be inserted below, eg:

* completed checklists,
* certification
* evidence (such as ») to demonstrate that the design documents and the RFT Documents have been checked and meet the requirements of the Agreement as amended by approved change requests.

Failure to comply

If the Principal considers that the Contract Material provided by the Consultant does not comply with the requirements of the Agreement, despite the provision of evidence that it has been checked by the Consultant, the Principal may:

* implement such checks as the Principal determines are required;
* request the Consultant to amend the Contract Material to meet the requirements of the Agreement; and
* recover the cost to the Principal of implementing such checks against payments due to the Consultant.

end of clause – checking of Contract Material

1. Progressive submission of Contract Material

Delete the following clause and the above heading if the engagement does not involve the preparation of design documentation or RFt documents. Amend as applicable.

The design documents must be submitted to the Principal for comment at the following stages:

Insert the submission stages for the design documents.

* »

The RFT Documents must be submitted to the Principal for comment at the following stages:

Insert the submission stages for the RFT Documents.

* »

Where indicated in the sentence below, insert the required times for submission of progress reports, eg:

* “every two (2) weeks” or “every four (4) weeks”

or (for engagements less than 8 weeks in duration)

* “at the preliminary 50 % draft document stage”

In addition, » provide a Status Report that includes the following:

* the status of each Section of the RFT Documents indicating whether it is Not Started, Preliminary Draft Only, Final (Ready for Checking) or Final (Checked) as applicable;
* a copy of the log of Change Requests and their current status (Received, Submitted, Confirmed or Approved);
* an updated Safety in Design Report for the design services provided to date;
* advice of any delays that have occurred beyond the control of the Consultant; and

Amend as appropriate

* an updated Program showing the current predicted date for submission of the specified documentation, including the Final 100% RFT Documents.

end of clause - Submissions

1. Preparation of RFT Documents

Include this clause and the above heading if the engagement includes the preparation of RFt documents, Otherwise Delete.

The Consultant must produce and deliver to the Principal a complete set of RFT Documents that fully details the form, nature and character of the works to be constructed.

The Consultant must base the RFT Documents on the following standard forms available through the NSW Government *Procurement System for Construction*:

Insert the name of the NSW Government standard form documents to be used by the Consultant, eg, GC21.

* »

The standard provisions in standard forms from the NSW Government *Procurement System for Construction* must not be amended without express approval from the Principal.

Include either option 1 or option 2 and delete the option that does not apply.

Use Option 1 for building contracts.

Use Option 2 for engineering contracts.

Option 1

Technical specification (building contracts)

Insert the details of the NATSPEC documents that must be used to prepare the technical specification:

* NATSPEC;
* NATSPEC BASIC;
* NATSPEC DOMESTIC;
* NATSPEC SERVICES;
* NATSPEC and NATSPEC SERVICES

Prepare the Technical Specification in accordance with ».

Include the following statement if the technical specification will be based on NATSPEC.

When specification documents are based on NATSPEC, the producer of the documents must subscribe to NATSPEC. When submitting NATSPEC-based documents to the Principal, provide proof of currency of such subscription.

end of Option 1

Option 2

Technical specification (engineering contracts)

Prepare the technical specification under the following section headings:

Include a list of the sections to be included in the technical specification.

* »

Include Inspection, Witness and Hold Points for:

Include a list of Inspection, Witness and Hold Points required for the proposed contract.

* »

End of Option 2

End of clause – preparation of RFT Documents

1. Work Health and Safety

Safe Design Review Report

If the Services include the design of any plant, substance or structure, the Consultant must conduct a safe design review ensuring, so far as is reasonably practicable, that the plant, substance or structure is designed to be without risks for those who will manufacture, construct, assemble, alter, fit-out, commission, use, store, maintain, refurbish, renovate, repair, decommission, demolish, dismantle or dispose of the plant, substance or structure.

The Consultant must provide the Principal with a safe design review report that includes all necessary information regarding the safe use of any plant, substance or structure designed as part of the Services, including:

* the purpose(s) for which it was designed; and
* any conditions necessary to ensure that the plant, substance or structure is without risks to health and safety when used for the purpose(s) for which it was designed or any reasonably foreseeable related activities.

In accordance with section 295 of the *Work Health and Safety Regulation 2011* (NSW), if the Consultant designs a structure as part of the Services, the Consultant must include in the safe design review report details of any hazards relating to the design of the structure that:

* create a risk to the health or safety of persons who are to carry out any construction work on the structure; and
* are associated only with the particular design and not with other designs of the same type of structure.

Work Site Safety

If the Consultant is required to visit, work, or control work on a work site, including a site controlled by others, the Consultant must:

* + - 1. make its own inspections of the site and identification of hazards arising from the work site;
      2. assess the risk of harm to the health or safety of any person from any hazard identified under its control;
      3. in assessing risks and hazards, take into account its own inspections and any hazard identification or risk assessment, elimination or control information provided to the Consultant;
      4. review and comply with any risk assessment and any measures adopted to control risk advised to the Consultant by the Principal or others;
      5. eliminate or control risks to the health or safety of any person where those risks are under its control;
      6. in any review, assessment and control of risks, take into account but not rely alone on any hazard identification or risk assessment, elimination or control information provided to the Consultant by the Principal or others;
      7. not rely on the omission of any mention or detail of any hazard in the information provided by the Principal as evidence of the absence or limitation of any hazard;
      8. comply with all authorised directions, procedures and policies pertaining to visiting, working or controlling work on the work site;
      9. document and implement a Safe Work Method Statement for the services in accordance with the NSW Government’s *Work Health and Safety Management Systems and Auditing Guidelines* (*WHSMS Guidelines*).

If a subconsultant carries out work on a work site, that subconsultant must document and implement Safe Work Method Statements in accordance with the *WHSMS Guidelines*, except that, when the risks associated with the work are shown to the Principal to be low and covered by a Safe Work Method Statement provided by the Consultant, the subconsultants may implement the relevant parts of that Statement.

The Consultant must submit the Consultant’s Safe Work Method Statements and any subconsultant Safe Work Method Statements to the Principal at least one week before carrying out the relevant work on the work site. Submit revisions to the Safe Work Method Statements to the Principal.

1. Locating Existing Services

Include this clause and the above heading if the engagement may require the consultant to carry out excavation work, Otherwise Delete.

If the Services include any excavation work, the Consultant is responsible for locating existing services and repairing any damage caused by the Consultant’s activities under the Agreement.

Before commencing excavation the Consultant must obtain, from the Dial Before You Dig information service or relevant public authorities or owners of underground services, written confirmation of the exact positions of all underground services at and around the work site, and verify and prominently mark the locations of the underground services on the work site.

end of clause – locating existing services