Public Works
Department of Regional NSW

22/08/2022

Tamworth Regional Council

Paul Bennett

Dear Paul,

Proposal for Ray Walsh House Refurbishment

Public Works welcomes the opportunity to submit this proposal to provide

The proposal provides our interpretation of the services you requested at our meetings on 25th of July and 09th of August 2022. If we have not accurately reflected your requirements, we are more than happy to further discuss the level of service you require and amend the proposal accordingly.

Background

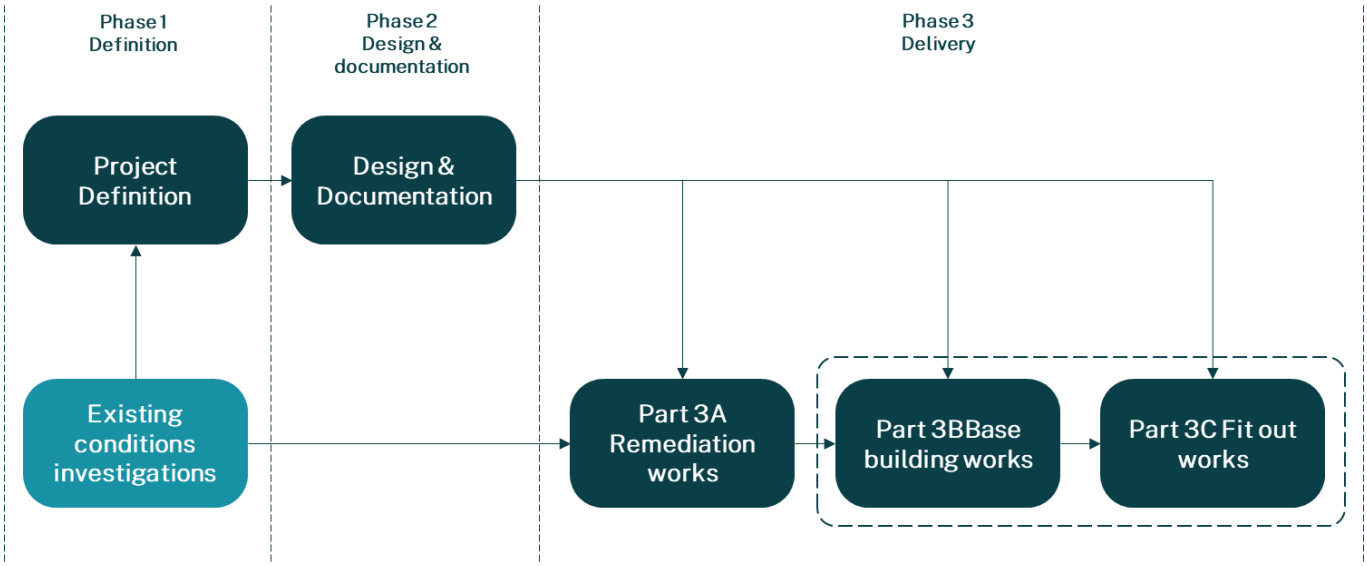
Tamworth Regional Council's (TRC) administrative headquarters Ray Walsh House is currently being vacated due to the failure of the air conditioning system servicing three of the five floors of the building. The air conditioning systems are unable to be repaired or serviced due to the presence of friable asbestos in the form of sprayed Vermiculite fire protection to structural steel floor members. To allow the replacement of the air conditioning systems TRC intends to remove all asbestos containing materials (ACM) within the entire building. To facilitate removal of all ACM demolition of a significant amount of the existing internal structure is required. TRC are taking this opportunity to refurbish the entire building and bring the building and its function up to current construction and industry standards.

Public Works was approached by Tamworth Regional Council on the 04th July requesting assistance in the management of the work involved in the asbestos removal and refurbishment of the building. It is our understanding that TRC are seeking a project management organisation to take carriage of the project from inception through to completion.

Public Works have significant experience and expertise in asbestos removal, building construction and office fit outs, having completed several projects similar in nature in recent times.

Scope of Work

For the purposes of this proposal the scope of work has been structured around three phases as outlined in the diagram below.



Outline details of the objectives, key tasks, deliverables for each phase (or part of phase in delivery) have been identified on the following pages, noting that the requirements for phases 2 and 3 will require review, development, and agreement as part of the Project Definition phase.

Outline program assumptions have been provided based on the discussions held on the 9th August 2022 and will be used as a basis for the development of a master program during the project definition phase. The outline scope of works and this outline program has been utilised in the development of the proposed project management service fee.

This proposal provides a fixed Lump Sum fee for the Project Management services through the Project Definition phase with order of cost amounts provided for subsequent phases until the scope is further defined.

Phase 1 Project Definition

Aspect	Details
Objective	• Completion of due diligence investigations to confirm existing conditions. • Completion of a project brief defining the requirements of Council for the completed Ray Walsh House Refurbishment. • Agreement on approach to the budget, program and procurement methodology to deliver the works. • Establishment of project team with defined roles and responsibilities.
Key Tasks	• Overall management of the processes and communication required to maintain the ongoing development and delivery of the project and defined project objectives. • Procurement and management of consultant team (refer to **Appendix B** for initial expectations of required consultants) • Manage and coordinate engagements of council staff with consultant teams • Progress reporting through agreed governance arrangements (PCG) • Management of disciplines and contractors undertaking investigations works on clarity of scope, deliverable, and safe work processes in place. • Assisting Council in the application for funding through suitable grant programs. • Establishment of Project Governance Structure • Development of master program • Optional EOI for contractors to determine market capability and capacity.
Deliverables	Project Management deliverables: • Project management plan • Master program • Project risk plan and register • Procurement strategy • Progress reporting through agreed governance arrangements (PCG & ESC) Project deliverables to be managed: • Project definition report incorporating: – Project brief – Project Cost plan – Planning pathway – Investigation reporting

Phase 2 Design & Documentation

Aspect	Details
Objective	• Completion of the design and documentation works required to define scope of works for the remediation, base building works and fit out works based on the approved procurement strategy. • The phase will also include the completion and achievement of all required planning and building works approvals and conditions.
Key Tasks	• Overall management of the processes and communication required to maintain the ongoing development and delivery of the project and defined project objectives. • Management of consultant team (including procurement of additional disciplines identified as required through the project definition phase). • Progress reporting through agreed governance arrangements (PCG) • Risk and Safety in Design management • Completion of consultation and presentations required as part of the approval pathway.
Deliverables	Project Management deliverables: • Updated project management plan • Updated master program • Progress reports Project deliverables to be managed: • Consultant documentation packages based on agreed procurement strategy, including drawings, specifications, schedules, and reports. • Consultant design certificates • Facility management plan (optional) • Planning and construction approvals

Phase 2 scope of works provided above considered as initial approach and to be further developed and refined as part of the project definition phase.

Phase 3 Delivery – Part A Remediation Works

Aspect	Details
Objective	• Procurement and completion by qualified contractor of the remediation works for removal and treatment of the hazardous materials identified during the Project definition phase investigations.
Key Tasks	• Overall management of the processes and communication required to maintain the ongoing development and delivery of the project and defined project objectives. • Coordination with key consultant team members for the inspection of the remediation works. • Administration of remediation works contract. • Ongoing surveillance of site activities for compliance with scope of works, contract, and documented safety management.
Deliverables	Project Management deliverables: • Progress reporting through agreed governance arrangements (PCG) • Contractor procurement (Tender process, evaluation & recommendation reporting) Project deliverables to be managed: • Clearance Certificates • Records of disposed ACM • As-built documentation incorporating elements removed as part of the remediation works

Phase A scope of works provided above considered as initial approach and to be further developed and refined as part of the project definition phase.

Phase 3 Delivery – Part B Base Building Works

Aspect	Details
Objective	• Procurement and completion of construction works to the base building, including works to structure, façade and base building plant and equipment. • Commissioning testing and handover of all new systems. • Note: development of the procurement strategy might impact the packaging of the base building and fit out works.
Key Tasks	• Overall management of the processes and communication required to maintain the ongoing development and delivery of the project and defined project objectives. • Progress reporting through agreed governance arrangements (PCG) • Management of consultant team investigations and support of base building works. • Administration of GC21 base building works contract • Ongoing surveillance of site activities for compliance with scope of works, contract, and documented safety management.
Deliverables	Project Management deliverables: • Progress reporting through agreed governance arrangements (PCG) • Contractor procurement (Tender process, evaluation & recommendation reporting) Project deliverables to be managed: • Commissioning reports • Completion certificates • As-built documentation • Operational and Maintenance manuals • Asset register

Phase 3B scope of works provided above considered as initial approach and to be further developed and refined as part of the project definition phase.

Phase 3 Delivery – Part C Fit out Works

Aspect	Details
Objective	• Completion of construction works to the fit out, including internal partitions, finishes, fixtures, fittings, furniture & equipment. • Commissioning testing and handover of all new systems either additional or adjusted from the base building works. • All completion and occupation certificates required to allow Council to occupy and operate in the building. • Loose furniture potentially delivered as part of this phase or procured in parallel by Council.
Key Tasks	• Overall management of the processes and communication required to maintain the ongoing development and delivery of the project and defined project objectives. • Progress reporting through agreed governance arrangements (PCG) • Management of consultant team investigations and support of fit out works. • Administration of GC21 base building works contract • Ongoing surveillance of site activities for compliance with scope of works, contract, and documented safety management. • Coordination of handover, training, and inductions for the new facility.
Deliverables	Project Management deliverables: • Progress reporting through agreed governance arrangements (PCG) • Contractor procurement (Tender process, evaluation & recommendation reporting) • Project Completion Report Project deliverables to be managed: • Commissioning reports • Completion & Occupation certificates • As-built documentation • Facility Management Plan (optional), updated based on commissioning & O&Ms.

Phase 3C scope of works provided above considered as initial approach and to be further developed and refined as part of the project definition phase.

Project Team

Public Works propose a highly experienced team for this project, reflecting the requirement that works are carried out to the highest professional standard.

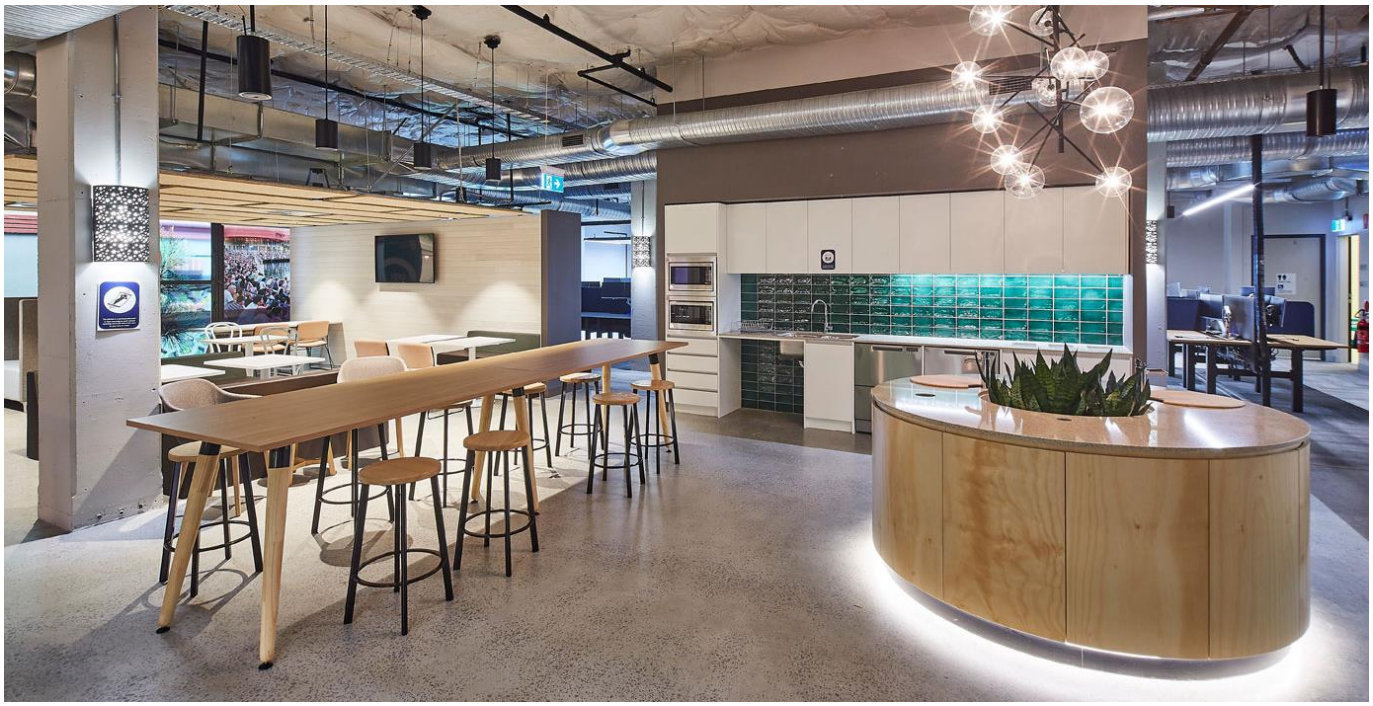
The table below identifies key positions within the project team for known project roles. As the project is further defined appropriate resources will be allocated to the positions identified.

Position Description	Name
Project Director	Chris Hague
Project Manager - Project Definition Phase	Stuart Landrigan
Project Manager – Whole of project	TBC
Project Manager/Contract Administrator – Asbestos removal	Ray Sayad

CV's for the above team members are available on request We propose to use these resources based on current availability. If any of the proposed team members are unavailable at the agreed start, we will provide alternative staff with similar capabilities.

Demonstrated Experience

Public Works has provided similar services for numerous State and Local Government clients. Referees are available for the above projects on request.



The Store Newcastle - $17m

Property NSW has secured over 9,400 square meters of long term leased Government office accommodation in Newcastle for Transport for NSW, Department of Planning Industry and Environment and Department of Regional NSW as part of the Newcastle Interchange Redevelopment.
Public Works managed the fit-out across levels 1 to 7, from concept through to construction and handover. The Store office fit-out applies the Whole of Government Accommodation Policy vision of delivering modern, dynamic, efficient, flexible, and agile workspaces that are consistent across Government. The fit-out supports service delivery, encourages collaboration, and allows for individual agency accommodation requirements to flex up and down.

52 Martin Place Sydney - $52m

52 Martin Place is an A-grade classification commercial office building, offering 39,200 square metres of floor space across 32 levels.
Delivered under a fast tracked program, Property NSW engaged Public Works to manage the redevelopment of 22 floors of the office building which was designed to accommodate the relocation of NSW Governments agencies.The project was delivered within an occupied office building with works staged and coordinated to minimise disruption to other tenants.

Fire & Rescue NSW Headquarters - $23m

The delivery of the Fire and Rescue NSW (FRNSW) Headquarters provided accommodation facilities to relocate staff from leased premises in 227 Elizabeth Street, Sydney, to a new building at Greenacre and to refurbished premises at Pyrmont Fire Station.
The new headquarters allows FRNSW to coordinate its operations more effectively by bringing much of the operational and administrative functions under one roof for greater efficiency.
The scope enabled FRNSW to embrace a new way of doing business that unifies strategic and transactional centres. The quality fit-out is commensurate with a Government agency head office facility and will allow for easy adaptation to changing needs.

icare Head Office - $20.2m

The creation of Insurance & Care NSW (icare) brought together agencies that were previously accommodated across six sites throughout the Sydney CBD.
Public Works was engaged to create a contemporary and functional work environment which would attract staff and lead to improved work practices.
To support the changed business model and new organisational culture, the project required a staged relocation and fit-out of the Kent Street site to meet the requirements of the end users with minimal operational impacts or downtime.

McKell Building, Sydney - $38m

The McKell Building project formed part of the NSW Government's Office Accommodation Program involving the consolidation of Department of Finance, Services and Innovation Sydney sites into a single CBD hub.
The scope included the refurbishment of 16 commercial office floors, public foyer design, staff facilities, cafe and common meeting facilities which were delivered within an occupied building.
The project brief involved the adoption of Activity Based Working (ABW) principles to deliver flexible working environment outcomes and supporting logistics, paperlite working and change management activities. A typical boilerplate floor design was developed as a functional ABW accommodation approach.

Spatial Services Refurbishment Bathurst - $23m.

The refurbishment of the Spatial Services Building at Panorama Avenue in Bathurst was focused on uplifting the premises by providing a modern, open plan workspace while ensuring compliance with current standards.
Public Works was engaged to refurbish the aging building while integrating improved accessibility to users. Maintaining the original building features, works included staircases, access ramps and accessible toilets.

The increased number of meeting spaces, dedicated lunchroom and large common area have improved the building amenities and technology capability while enhancing opportunities to engage and collaborate.

Mr Fluffy Loose-Fill Asbestos Insulation Program

Public Works was engaged by NSW Fair Trading to provide technical specialist consulting and manage the overall program of works related to the physical demolitions of identified properties containing friable insulation across NSW. To date, Public Works has successfully coordinated the demolition of a number properties across the state and continuing to support Fair Trading with this long-term program.

Tathra Bushfires

Public Works was engaged by the Office of Emergency Management to provide technical specialist advice on to mitigate and control health and safety risks associated with asbestos dust contamination for various combat agencies responsible for the recovery phase of the Tathra bushfires in 2018. Tasks included investigation and assessment of damaged public lands and development of action plan to safely remediate identified risks.

Program / Schedule

The scope of work outlined in this proposal is based on the following programme assumptions:

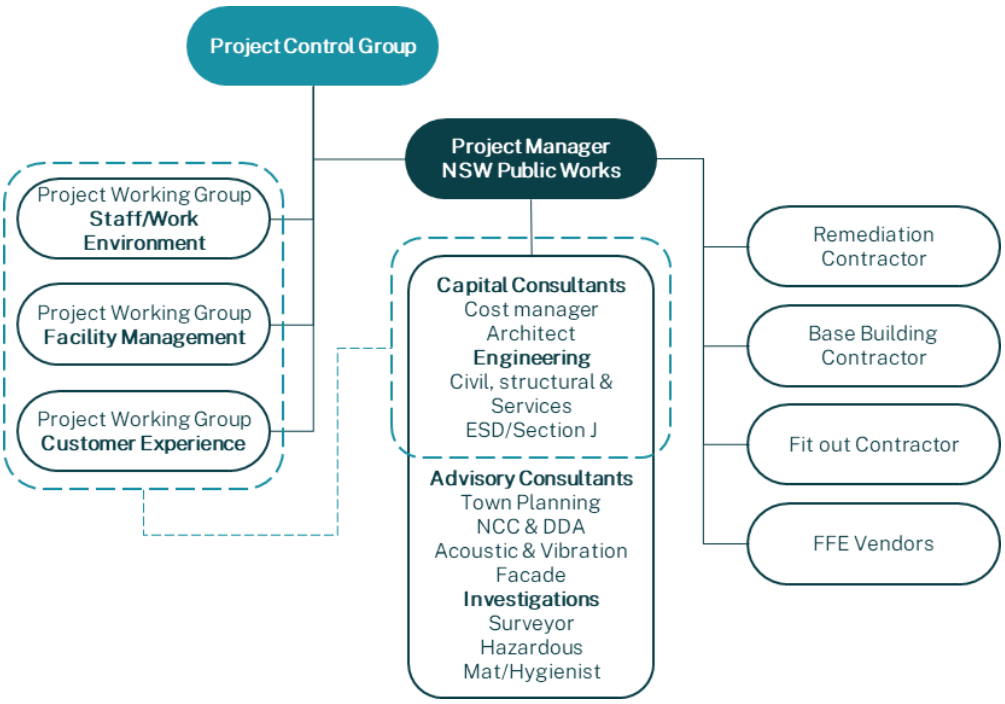
Name	Details
Project Definition program	16 Weeks
Asbestos Remediation program	36 Weeks
Principal Design Consultancy Program	42 weeks
Construction Delivery Program	52 weeks

As part of the Project Definition phase a master program would be developed that defines the milestone dates for key aspects and tasks for the project and align with the agree procurement strategy.

The master program will be managed throughout the project and as part of the monthly progress reporting.

Communications

The following chart sets out the proposed communication lines for the project. Public Works will provide monthly progress reports including costs and delivery against the program.



Project Budget

For the purposes of the development of this fee we have utilised the initially advised potential budge for this project being $40 million and considered the potential breakdown of the project costs as follows:

Aspect	Percentage of total project value
Principal's Costs	1%
Management costs	4%
Consultants' costs	12%
Authorities' costs	2%
Remediation & enabling works	20%
Base building & fit out works	45%
Contingency	16%

The development of our proposed Service Fee is based on the above information and consideration of the outline scope of works and program.

Conditions of Engagement

This offer of services is subject to the terms and conditions set out in the Public Works Conditions of Engagement, as attached.

All references to Public Works are taken to be references to the Department of Regional New South Wales for and on behalf of the State of New South Wales.

Tamworth Regional Council may directly engage Public Works to provide the services outlined in this proposal in accordance with the provisions of Section 55 (3) (b) of the Local Government Act 1993.

If our proposal is acceptable, to commence work we would appreciate receiving your letter (or email) of acceptance.

We look forward to working with you on this project. Should you have any queries please contact the undersigned at your convenience on 02 4925 7686 or mobile on 0467 713 905.

Yours sincerely,

Christopher Hague

Regional Projects Coordinator. Hunter New England Region

Public Works

Department of Regional NSW

1300 00 88 88
publicworks.nsw.gov.au

Appendix A

Public Works – Conditions of Engagement

CONDITIONS OF ENGAGEMENT

PWF-0601 [v0.2]

1. PREAMBLE

1.1 If any provision in these Conditions of Engagement conflicts with a provision in the Proposal to which they apply, the provision in the Proposal will apply to the extent of the conflict.

2. SERVICES WE WILL PROVIDE

2.1 We will provide the Services in accordance with the terms set out in the Agreement, none of which may be changed without the prior written consent of both parties.
2.2 We will, subject to matters beyond our reasonable control, provide the Services with the skill and care generally exercised by competent persons performing services of a similar nature at the time the Services are carried out.
2.3 We will provide the Services in accordance with the Timetable unless the provisions of Clause 10 apply.

3. FUNDING

3.1 It is a necessary precondition of the Agreement under these Conditions of Engagement that you are responsible for and have sufficient funds available for payment to us of the total cost of the Services and/or Project including but not limited to variations and dispute resolution processes.

4. YOUR OBLIGATIONS

4.1 You and your Associates will co-operate with us and not delay or vary the Services without adjusting the Timetable and the Fee as required under Clauses 10 and 11.
4.2 You will only communicate with us about the Services through the Public Works Representative nominated at item 3 in Schedule 1.
4.3 To help us understand your requirements for the Services, you will:

a. inform us of your specific requirements;
b. answer any questions and provide any information we ask of you, including providing information specified in the Proposal by the specified time; and
c. provide written comments on any Contract Material, if we request you to do so.

4.4 We assume that any information you or your Associates provide to us for the purpose of carrying out the Services is complete and accurate and will not check it unless doing so is part of the Services. We do not accept any Liability in connection with any information you provide to us.
4.5 You agree to indemnify us in the event that our use of information you provide infringes the intellectual property rights of a Third Party.

5. CONFIDENTIALITY

5.1 All information that either of us provides to the other is confidential and must not be disclosed to any other person, unless the disclosure is authorised under this Agreement or required by law.
5.2 You authorise us to disclose to our Associates any information you provide for the purpose of carrying out the Services.
5.3 You agree that we can publish promotional and technical information relating to the Services and the Project unless you advise us otherwise in writing when we enter into the Agreement.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Intellectual Property Rights in all Contract Material shall be vested in us.
6.2 We grant you an irrevocable, non-exclusive, royalty-free and non-transferable licence to use the Contract Material for the Project. However, you must not use, adapt, publish or otherwise exploit any of the Contract Material for any other purpose or allow others to do so without our prior written consent.

7. CHANGES TO THE CONTRACT MATERIAL

7.1 We authorise you and your Associates to make minor changes to the Contract Material:

a. to suit site conditions encountered in completing the Project, providing such changes do not affect the

design intent; and
b. to produce work-as-executed drawings.

7.2 If you or your Associates change the Contract Material whether pursuant to clause 7.1 or otherwise, you agree to release and indemnify us against any and all claims, proceedings, demands, losses, damages, costs or expenses, by you or any Third Party resulting from such changes; and

7.3 Any change made by you to the Contract Material will be annotated to indicate where and when changes were made and by whom.

8. LIABILITY AND INDEMNITY

8.1 You agree that, except where the law does not permit such limitation, our Liability to you is limited (in the aggregate) to the lesser of:
a. $5 million; or
b. ten times the Fee payable at the Date of Agreement (the "cap") and you release us from any further Liability.

8.2 You agree to indemnify us and our Associates against any claim made against us by any of your Associates for any loss or damages which are greater than the cap. Further, you agree that our Liability to you is reduced to the extent that an act or omission by you or any of your Associates contributed to the injury, damage or loss.

8.3 The Services and the Contract Material are provided for your exclusive benefit. We accept no Liability to any Third Party in respect of any claim made in connection with the Services, and you agree to indemnify us against any such claim.

8.4 We are not liable to you or any Third Party in respect of any Consequential Loss, however it arises.

8.5 On the date that is three years after the date we send you our final payment claim under the Agreement, you release us and our Associates from all Liability.

9. INSURANCE

9.1 We will maintain self-insurance arrangements with the NSW Treasury Managed Fund in relation to professional indemnity and public liability. We will give you confirmation of such self-insurance arrangements on request, at any time before we complete the Services.

10. DELAYS TO THE SERVICES

10.1 If we are, or will be, delayed in carrying out the Services:
a. we will give you reasonable notice after becoming aware of the delay;
b. we will advise the effect on the Timetable;
c. you will extend the time(s) for carrying out the Services provided for in the Timetable by the extent of the delay; and
d. you will reimburse us, as a Variation, for any additional costs and expenses we incur as a result of any delay that is not a result of our breach of the Agreement.

11. VARIATIONS TO THE SERVICES

Variations Proposed by You

11.1 If you propose a Variation, you will advise us in writing what is required and request a written quotation from us.

11.2 We will provide a written quotation setting out the effects of the proposed Variation on the Fee, the Timetable and any other relevant matters, for your consideration and acceptance.

11.3 We will not commence any Variation proposed by you until we receive your written instruction to do so (which may be before you receive or accept our written quotation).

Unavoidable Variations

11.4 If we become aware of any circumstances, including those listed at item 4 in Schedule 1, which have caused, or may cause, a Variation, we will notify you in writing as soon as practicable, setting out the circumstances and the likely effect on the provision of the Services, the Fee and the Timetable.

11.5 Unless we ask for confirmation under Clause 11.6, we will continue to carry out the Services, including any unavoidable Variation, until we receive instructions to the contrary from you in writing.

11.6 In some circumstances, we may ask you to confirm in writing that you will pay for a notified unavoidable Variation. If we do so, you agree that we are not required to carry out that Variation work until we receive your written confirmation and that, if this delays the Services, the provisions of Clause 10 will apply.

Adjustments for Variations

11.7 You will pay us the additional costs and expenses we incur in connection with any Variation instructed by you under Clause 11.3 or notified by us under Clause 11.4. Payment will be made on the basis of:

a. an agreed lump sum adjustment to the Fee; or
b. in accordance with Clause 12.4(e).

11.8 If a Variation delays the Services, you will extend the Timetable in accordance with Clause 10.

12. PAYMENT

12.1 You will pay the Fee, other amounts payable under the Agreement and applicable tax in accordance with this Clause.

12.2 Where the Fee was based on a nominated percentage of the estimated construction cost of the Project and the pre-tender estimate or accepted tendered price for the Project exceeds the estimate by more than 10%, the Fee repayable will be the Fee set out in the Proposal plus an amount calculated by applying the nominated percentage to the difference between the estimated construction cost and the tendered price. If the pre-tender estimate or accepted tendered price for the Project is less than the estimated construction cost when the Services commenced, the Fee will not be adjusted.

12.3 Unless otherwise agreed, we will submit a monthly payment claim for amounts due under the Agreement up to the date of that payment claim, less amounts previously paid.

12.4 The amounts due under the Agreement will be calculated as follows:

a. Where the Fee is a lump sum: based on the percentage of the Services carried out;
b. Where the Fee is to be paid on an Hourly Rates basis: based on the hours worked by our personnel multiplied by the Hourly Rates;
c. For Disbursements: as set out at item 1 in Schedule 1;
d. For Variations for which a lump sum Fee adjustment was agreed: based on the percentage of the Variation work carried out; and
e. For all other Variations:
   (i) an amount based on the hours worked by our personnel multiplied by the Hourly Rates, plus
   (ii) any amounts due to our subcontractors or sub-consultants, plus a 12.5% margin, plus
   (iii) the costs we incurred for Disbursements of the kinds listed in paragraphs (a), (b) and (c) in item 1 of Schedule 1; plus
   (iv) costs and expenses we incurred due to delays.

12.5 Within 20 Business Days after you receive our payment claim you will pay the amounts due under the Agreement.

12.6 All amounts in the Agreement and other documents we give you in relation to amounts payable are exclusive of GST or other applicable tax unless expressly included.

12.7 If you fail to pay any amount due under the Agreement in full within 10 Business Days after the agreed time for payment:

a. you will pay interest at the rate of 7% per annum on all overdue amounts, until the amount is paid in full; and
b. we may keep any Contract Material prepared in connection with the Agreement and:
   (i) suspend carrying out the Services until the amount is paid in full and the provisions of Clause 10 will apply; or
   (ii) end the Agreement by giving you written notice under Clause 15.

13. CIRCUMSTANCES BEYOND OUR CONTROL

13.1 We are not liable for any loss or damage caused by any failure or delay in performance of the Agreement resulting from any cause beyond our reasonable control including, but not limited to: acts of God, acts or omissions by you or your Associates, adverse weather conditions and industrial disputes.

14. DISPUTE

14.1 In the event of any dispute between the parties arising in connection with this Agreement that cannot be resolved within 20 (twenty) business days of either party giving the other party notification and details of the dispute, then either party may commence legal proceedings or, if agreed in writing by the parties commence alternative dispute resolution proceedings.

14.2 Notwithstanding the existence of a dispute, the parties must continue to perform their obligations under this Agreement.

14.3 Nothing in this Agreement is intended to stop either party from instituting proceedings to enforce payment due under the Agreement or to seek injunctive or declaratory relief.

15. ENDING THE AGREEMENT

15.1 Either party may end the Agreement at any time by giving the other party at least 10 Business Days notice.

15.2 If the Agreement is ended, we will send you a payment claim for Services carried out up to the date the Agreement is ended and you will pay us all amounts owing under the Agreement plus expenses incurred by us as a result of ending the Agreement.
15.3 The Clauses in these Conditions of Engagement headed "Confidentiality", "Intellectual Property", "Liability", "Variation", "Payment", "Dispute", "Ending the Agreement" and "General Matters" continue to operate after this Agreement is ended.

16. GENERAL MATTERS

16.1 The only duties, obligations and responsibilities we have in connection with the Agreement are those expressly set out in the Agreement.
16.2 The Agreement will be governed by and interpreted in accordance with the laws in force in the State of New South Wales, Australia.
16.3 The parties submit to the exclusive jurisdiction of the courts of the State of New South Wales, Australia.
16.4 Neither party may transfer the Agreement or any right or obligation under the Agreement without the other party's prior written consent.
16.5 You authorise us to destroy all Contract Material and other documents we hold in connection with the Agreement seven (7) years after the date we send you our final payment claim under the Agreement.

17. DEFINITIONS

Unless the context otherwise requires, in these Conditions of Engagement:
"**Agreement**" means either:
a) the Agreement executed by the parties in connection with the Services; or
b) if the Agreement is made by a Letter of Award, it means the contract formed by the Agreement Documents, which supersede all understandings, representations and communications made between the parties in connection with the Agreement before the Date of Agreement.

"**Agreement Documents**" include:
a) the Proposal;
b) these Conditions of Engagement; and
c) the Letter of Award and any other documents listed therein.

"**Associates**" means the relevant party's employees, personnel and agents. Our Associates include our subcontractors and sub-consultants who are involved in carrying out the Services. Your Associates include your contractors and consultants who are involved in carrying out the Project.
"**Business Day**" means any day other than a Saturday, Sunday, public holiday or 27, 28, 29, 30 or 31 December.
"**Consequential Loss**" includes loss of revenue, loss of profit, loss of custom, loss of goodwill, loss of overhead recovery, loss of business opportunity, loss of the use of property, loss of contract, loss of production, loss of financing charges or cost recovery, loss of the use of money and payment of liquidated sums or damages under any other Agreement.
"**Contract Material**" means all material that is produced by us or on our behalf in carrying out the Services, including but not limited to documents (including drawings, reports, specifications and bills of quantities), calculations, equipment, information and data stored in hard copy or electronic format.
"**Date of Agreement**" means the date of execution of the Agreement or the date of the Letter of Award, as applicable.
"**Disbursements**" means costs and expenses we incur in carrying out the Services that are not included in our Fee. These are set out at item 1 in Schedule 1.
"**Fee**" means either:
a) the lump sum amount set out in the Agreement; or
b) an amount calculated on the basis of hours worked multiplied by the Hourly Rates.
The Fee is adjusted in accordance with the Agreement.

"**Hourly Rates**" means:
a) the relevant Hourly Rate(s) set out in the Proposal; or
b) if relevant Hourly Rate(s) are not set out in the Proposal, the rate(s) that Public Works normally charges for the relevant personnel, at the time the Services are carried out.

"**Intellectual Property Right**" means any statutory and other proprietary right in respect of inventions, innovations, patents, utility models, designs, circuit layouts, mask rights, copyright (including future copyright), confidential information, trade secrets, know-how, trademarks and any other right in respect of intellectual property.
"**Latent Condition**" means an aspect of the Services or the Project, including physical conditions on the Project site or its surroundings, which differs materially from what could reasonably have been anticipated by us at the time we prepared the Proposal, including conditions that were known by you and not disclosed to us.
"**Letter of Award**" means written notification that you accept the Proposal.
"**Liability**" means legal liability for injury, loss or damage arising in connection with or for breach of the Agreement, however such liability arises.
"**Public Works Representative**" means the person nominated in item 3 in Schedule 1.

"**Project**" means the project(s) that the Services relate to.
"**Proposal**" means the proposal (or if more than one, the final proposal) we gave you in relation to the Services.
"**Services**" means the services we carry out in connection with the Agreement, including any Variations. Refer to item 2 in Schedule 1.
"**Third Party**" means a person who is not a party to the Agreement, but does not include our Associates.
"**Timetable**" means any schedule included in the Agreement Documents that sets out when the Services are to be carried out.
"**Variation**" means any change to the scope or timing of the Services set out in the Agreement. A Variation may be caused by any of the circumstances listed at item 4 in Schedule 1.
"**We**", "**us**" and/or "**our**" means Public Works and all its branches and divisions, on behalf of the Crown in right of the State of New South Wales through the Department of Regional NSW.
"**You**", "**you**" and/or "**your**" means the client(s) addressed in the Proposal.

Schedule 1 – Agreement Information

Item No	
1	*Mentioned in Clauses 12.4 & 17* **Disbursements** are costs and expenses identified as Disbursements in the Proposal and costs and expenses for any of the following, unless the Proposal specifically states that they are included in the Fee: a) fees, charges, levies and taxes payable to authorities; b) travel and accommodation associated with attendance at meetings, site inspections, audits etc; c) preparation of archived material, or transfer or translation of computer files; and d) products and services provided by subcontractors or sub-consultants, such as: site investigations; Building Code of Australia ("BCA") inspections; hazardous materials or geotechnical studies; condition surveys; cadastral or infrastructure surveys; production of measured drawings of existing infrastructure; printing multiple copies of reports; and printing or production of artist's impressions/ perspectives / 3D CAD modelling, videos or other presentation material. **Notes**: Unless the Proposal specifically states otherwise: 1. The costs of word processing, phone, fax and routine photocopying are not Disbursements. 2. For Disbursements listed in (a), (b) and (c) above, you will pay us the actual costs we incur. 3. For products and services provided by subcontractors and sub-consultants (as set out in item (d) above), you will pay us the costs we incur plus a 12.5% margin.
2	*Mentioned in Clauses 2 & 17* **The Services** are described in the Proposal, subject to the following: 1. Unless specifically stated in the Proposal, the Services do NOT include advice during the tendering period or construction phase of the Project. If the Proposal included giving such advice and you receive a Request for Information (RFI): a) you will assess the RFI and only pass it on to us if you are unable to provide the information; b) where the RFI relates to an error or ambiguity in the Contract Material, or requires details it would not be reasonable to expect an experienced and competent person to understand, we will respond at no additional cost; and c) where the RFI relates to a matter that it would be reasonable to expect an experienced and competent person to understand, our response will be treated as a Variation. 2. If the Services include managing construction contractors, their management systems will be relied upon for quality, safety and environmental management. We will carry out the level of audits, reviews and site visits generally required to manage a competent, experienced contractor.
3	*Mentioned in Clauses 4.2 & 17* **The Public Works Representative** is: Chris Hague [If not nominated here, we will advise the Public Works Representative at your request.]
4	*Mentioned in Clauses 11, 12 & 17* A **Variation** occurs when: 1. There is a change to the Services because: a) you request additional or reduced Services, for example due to changes in the budget; b) there are changes to the scope or timing of the Project; c) Latent Conditions are encountered; d) information provided by you or your Associates is incomplete, inaccurate or contains discrepancies; e) you request re-work, except if due to our failure to provide Services complying with the Agreement; f) there is a change to legislative requirements affecting the Services, Project or amounts payable; or g) we are required to provide unexpected additional resources to manage the construction work due to poor work quality or an under-performing contractor; 2. Part or all of the Services are delayed by a cause (including suspension, acceleration or deceleration instructed by you or interference by you or your Associates) other than our breach of the Agreement; 3. we are required to carry out work to enable safe access in order to carry out the Services; 4. we incur costs in resolving a dispute with a contractor or consultant involved in the Project; or 5. during or after completion of the Services, we or any of our employees are required to give evidence before, or provide any information to, a court or other competent authority.

Appendix B Project consultant list

List of expected consultant inputs required for the project.

Below is an initial list of the consultant team expected to be required to undertake the works for the Ray Walsh House Refurbishment. Through the project definition phase, the confirmation of required consultants and associated scopes will be defined.

Disciplines identified with a * should be considered as required for the Project definition phase of the works.

Discipline	Outline Scope
Project Manager*	Overall management of the project and key coordinator between Council, the consultants, and the contractors. Management and reporting on progress and alignment with the agreed scope of the project.
Architect*	Development of the project brief and Primary Design Consultant, leading and coordinating the design team.
Structural Engineer*	Assessment of current structural conditions and advice for additional load bearing elements incorporated during the design and documentation phase.
Acoustics & Vibration*	Assessment of existing conditions and advise for design of refurbished spaces for noise and vibration limitation.
Building Services – Mechanical, Hydraulic, Electrical, Security, ICT	Assessment of existing plant, equipment, mains services supply capacities. Design and documentation of building services including coordination with all other disciplines. Inspections and assistance during construction works.
Town Planner*	Development of planning approval pathway. Management and compilation of planning applications. Ongoing oversight of conditions to ensure compliance during the design, documentation and delivery works.

Discipline	Outline Scope
Building Regulations/NCC*	Review of existing conditions, review and reporting on compliance and alternate solution requirements for align with the NCC as part of the Design and Documentation process. PCA activities across design, documentation, remediation, base build and fit out works.
Fire Engineer*	Development of alternate solution options for temporary and final solutions for replacement of vermiculite fire protection to building elements. Alternative solutions development as part of base building and fit out design.
Access/DDA*	Review of existing conditions, review and reporting on compliance and alternate solution requirements for align with ASA1428 and Disability Discrimination Act.
Hygienist*	
Optional disciplines to be considered during the Definition phase.	
Facility Management	Optional consultancy to develop an asset management plan for Ray Walsh House with maintenance and replacement planning, programming and assistance with budget and resource planning.
Commissioning Agent	Scope to be further developed. Potentially required depending on the ESD approach (such as Greenstar certification).
Surveyor	Depending on the quality of existing documentation, there potentially will be a need to confirm details/dimensions.
Façade Engineer	Optionally required if upgrade to building façade becomes part of the scope.
ESD/Section J	Optionally required if upgrade to building façade becomes part of the scope.