



**Queensland**  
Government

## **Delivery Kit**

# **For the Delivery of Capital Grant Funded Construction Projects**

**Version 10**

## CONTENTS

<b>Background</b> .....	<b>3</b>
<b>1. Definitions and Interpretations</b> .....	<b>3</b>
1.1. <i>Definitions</i> .....	3
1.2. <i>Interpretation</i> .....	5
1.3. <i>Provider must ensure that the Project Manager complies</i> .....	5
<b>2. Project Objectives</b> .....	<b>6</b>
2.1. <i>Provider to observe objectives</i> .....	6
<b>3. Reporting</b> .....	<b>6</b>
3.1. <i>Monthly Progress Reports</i> .....	6
3.2. <i>Notify delays or disputes</i> .....	6
<b>4. Payment method for Funding</b> .....	<b>6</b>
<b>5. Processes Summary</b> .....	<b>7</b>
<b>6. Execution of Legal Agreements</b> .....	<b>9</b>
<b>7. Project Manager Responsibilities and Powers</b> .....	<b>9</b>
7.1. <i>Definitions for clause 7</i> .....	9
7.2. <i>Provider to engage Project Manager</i> .....	9
7.3. <i>Project Manager duties</i> .....	10
7.4. <i>Project Manager requirements</i> .....	10
7.5. <i>Professional Indemnity Insurance</i> .....	11
7.6. <i>Project Manager fee proposals</i> .....	11
7.7. <i>Project Manager to receive certain documents</i> .....	11
7.8. <i>Project Manager engagement</i> .....	11
7.9. <i>Project Manager to prepare documents</i> .....	12
7.10. <i>Project Execution Plan</i> .....	12
7.11. <i>Functions and powers of Project Manager</i> .....	13
7.12. <i>Directions, access and testing</i> .....	14
7.13. <i>Notifying unsuccessful Project Managers</i> .....	15
<b>8. Trust Accounts framework</b> .....	<b>15</b>
8.1. <i>Acknowledgment regarding Trust Accounts</i> .....	15
<b>9. Designs</b> .....	<b>16</b>
9.1. <i>Development of Designs</i> .....	16
9.2. <i>Liaison on design</i> .....	16
9.3. <i>Site analysis</i> .....	17
9.4. <i>Change in scope of Project</i> .....	17
9.5. <i>Department assesses design</i> .....	17
9.6. <i>Department's discretion</i> .....	17
9.7. <i>Design to meet regulations and Minimum Design Requirements</i> .....	17
9.8. <i>No warranty as to suitability of fitness of design</i> .....	17
<b>10. Changes to the Approved Design</b> .....	<b>18</b>
10.1. <i>Amended design may be required</i> .....	18
10.2. <i>Approval of amended design</i> .....	18
10.3. <i>Other changes</i> .....	18
<b>11. Development Approval and Building Approval</b> .....	<b>18</b>
11.1. <i>Necessary approvals</i> .....	18
11.2. <i>Keep Department advised</i> .....	18
11.3. <i>Correspondence to Department</i> .....	19
<b>12. Tender Process for the Building Contract</b> .....	<b>19</b>
12.1. <i>Tender documentation</i> .....	19

12.2.	<i>Detailed financial performance and credit assessment</i>	19
12.3.	<i>Tender validity period</i>	19
12.4.	<i>Preparation of tender documents</i>	19
12.5.	<i>Calling and assessing tenders</i>	20
12.6.	<i>Preparation of tender report</i>	21
12.7.	<i>Submission of tender report to the Department</i>	21
12.8.	<i>Tender evaluation, financial performance and creditworthiness, approval</i>	22
<b>13.</b>	<b>Building Contract</b>	<b>22</b>
13.1.	<i>Building Contract to contain certain terms</i>	22
13.2.	<i>Special conditions to be approved</i>	23
13.3.	<i>Execution of Building Contract</i>	23
13.4.	<i>Builder responsible for supervision</i>	23
13.5.	<i>Builder to be paid</i>	23
13.6.	<i>Compliance with Building Industry Fairness (Security of Payment) Act 2017</i>	23
13.7.	<i>Documentation to be provided</i>	24
13.8.	<i>Periodic inspections</i>	24
<b>14.</b>	<b>Construction</b>	<b>24</b>
14.1.	<i>QBCC Act Licence</i>	24
14.2.	<i>Project administration</i>	24
<b>15.</b>	<b>Post Construction</b>	<b>25</b>
15.1.	<i>Defects Liability Period</i>	25
15.2.	<i>Final Certificate</i>	26
15.3.	<i>Acquittal of Project</i>	26
15.4.	<i>Asset Management Plan</i>	26
15.5.	<i>Publicity</i>	26
15.6.	<i>Naming</i>	27
<b>16.</b>	<b>Insurance</b>	<b>27</b>
16.1.	<i>Works insurance</i>	27
16.2.	<i>Public liability insurance</i>	27
16.3.	<i>General Insurance Requirements</i>	28
16.4.	<i>Failure to produce proof of insurance</i>	28
16.5.	<i>Notices from or to the Insurer</i>	28
16.6.	<i>Potential claims or cancellation</i>	29
16.7.	<i>Settlement of claims</i>	29
16.8.	<i>Payment</i>	29
<b>17.</b>	<b>State not designer or principal contractor</b>	<b>30</b>
	<b>Appendix 1</b>	<b>31</b>
	<b>Appendix 2</b>	<b>39</b>
	<b>Appendix 3</b>	<b>48</b>
	<b>Appendix 4</b>	<b>51</b>
	<b>Appendix 5</b>	<b>52</b>
	<b>Appendix 6</b>	<b>53</b>

## Background

This Delivery Kit contains guidelines, information, and documents to assist Providers to deliver a capital grants funded construction Project.

This Delivery Kit outlines and explains the process of project management and procedures to be followed by all parties involved in the delivery stage for the construction of a Project.

### 1. Definitions and Interpretations

#### 1.1. Definitions

In this Delivery Kit the definitions in the Capital Funding Agreement and the following definitions apply:

**“Approved Design”** means the design documentation relating to the Works as approved by the Department in accordance with clause 10;

**“Best Practice Standards”** means the design, manufacture, supply, construction, installation, commissioning and repair practices which are carried out:

- (a) with the standard of skill, care and diligence which may reasonably be expected of a prudent, experienced and competent person carrying out design, manufacture, supply, construction, installation, commissioning and repair work similar to the Works and the Project Works;
- (b) in a manner safe to all people and the environment;
- (c) in accordance with all applicable legislation, laws and quality standards;
- (d) with the intent of ensuring the Works are reliable, long lasting and safe;
- (e) by prudent, experienced competent and trained personnel utilising high quality, safe and proper equipment, tools, procedures and industry standards;
- (f) with an adequate number of personnel, materials, resources and supplies;
- (g) using new fixtures, fittings, finishes and materials which are free from defects; and
- (h) using suitable and high quality fixtures, fittings, finishes and materials which are appropriate for the environment in which they are intended to be used;

**“BIF Act”** means the *Building Industry Fairness (Security of Payment) Act 2017* (Qld);

**“Builder”** means the person endorsed by the Department under this Delivery Kit and retained by the Provider for the carrying out of the Project Works;

**“Building Approval”** means approvals and certifications required by or issued under the *Building Act 1975* and *Building Regulation 2006* relating to the Project;

**“Building Contract”** means the contract entered between the Provider and Builder for construction of the Works;

**“Capital Funding Agreement”** means the agreement for Funding entered into between the State (acting through the Department) and the Provider in respect of the Project;

**“Defects Liability Period”** means a period for the rectification of omissions and defects in the Works which commences on the date on which Practical Completion is achieved and will expire 52 weeks after the date on which Practical Completion is achieved (unless the parties otherwise agree);

**“Delivery Kit”** means this document;

**“Department”** means the Department of Communities, Housing and Digital Economy or any successor, with responsibility for administration of the Act;

**“Department of Public Works”** means the Department of Energy and Public Works or any successor with responsibility for QBuild;

**“Development Approval”** means approvals and assessments required or issued for the Project under the *Planning Act 2016* (Qld);

**“Events”** means project launch, first sod turning, site inspection, opening of a new building (or similar), including any events nominated by the Department to be an Event;

**“Final Certificate”** has the meaning set out in clause 15.2;

**“Final Completion”** means:

- (a) the Defects Liability Period has expired;
- (b) all omissions in the construction of the Works have been completed; and
- (c) any defects in the Works have been rectified;

**“Form of Contract”** means a building or a design and building contract suitable for residential construction from the Australian Standard suite of contracts developed by or in conjunction with Standards Australia Limited and available through SAI Global Pty Limited;

**“Minimum Design Requirements”** means the requirements specified in the following:

- (a) ‘*Social Housing Design Guideline 2021*’, or its update or replacement, published by the Department (see – <https://www.business.qld.gov.au/industries/service-industries-professionals/housing-accommodation/design-guidelines>); and
- (b) For Housing Construction and Jobs Program (HCJP) projects, Partnering for Growth (PFG), Queensland Housing Investment Growth Initiative (QHIGI) projects, QuickStarts Qld projects, and any program that replaces these and any new programs nominated by the Department, the minimum requirements for 50 per cent of all eligible units in the Project are a standard of ‘*gold*’, and for the balance of the Project the minimum requirements are a standard of ‘*silver*’, as set out in the ‘*Livable Housing Design Guidelines*’ published by Livable Housing Australia (see - <http://www.livablehousingaustralia.org.au>), subject to the requirement to align with the Social Housing Design Guidelines 2021, or its update or replacement, published by the Department;

**“PQC”** means the prequalification system that is managed by the Department in order to provide a central register of pre-qualified building industry contractors and consultants;

**“Practical Completion Certificate”** has the meaning given in clause 14.2(f)i);

**“Preferred Tender”** has the meaning given in clause 12.7(b)v);

**“Project Budget”** means the total monetary amount approved by the Department for expenditure by the Provider on the Project (including funding from the Department and cash contributions from the Provider) as stated in the Capital Funding Agreement. This amount is inclusive of all fees and charges payable by the Provider in relation to the Project (but excluding GST);

**“Project Execution Plan”** or **“PEP”** means a document prepared by the Project Manager and approved by the Department dealing with the matters identified in clause 7.10 in relation to the Project;

**“Project Management Agreement”** means the agreement between the Provider and the Project Manager for the performance of the services required of the Project Manager under this Delivery Kit;

**“Project Manager”** means an entity engaged by the Provider in respect of the Project in accordance with the provisions of clause 7 to perform the functions of the Project Manager set out in this Delivery Kit;

**“Project Works”** means the design, construction and all related and incidental activities for designing, carrying out and completing the Works;

**“Property”** has the same meaning as in the Capital Funding Agreement;

**“Provider”** means the Provider identified in the Capital Funding Agreement, and includes its successors and lawful assigns;

**“QBCC”** means the Queensland Building and Construction Commission established under the QBCC Act;

**“QBCC Act”** means the *Queensland Building and Construction Commission Act 1991* (Qld);

**“QBuild”** means the business unit of the State of that name or its successor;

**“Slab”** means the completion of pouring and finishing of concrete or otherwise completion of the base level of the Works (including construction of a timber floor or basement and floor above), upon the Property;

**“Training Policy”** means the Queensland Government Building and Construction Training Policy (see: <https://desbt.qld.gov.au/training/employers/trainingpolicy>);

**“Trust Accounts”** has the meaning given in clause 8; and

**“Works”** means the housing and other improvements constructed on the Property for the Project.

## 1.2. *Interpretation*

Clauses 1.2 and 1.3 of the Capital Funding Agreement apply as if they were set out in this Delivery Kit and references to “this Agreement” are read as “this Delivery Kit”.

If there are any inconsistencies between this Delivery Kit and the Capital Funding Agreement, the Capital Funding Agreement takes precedence.

## 1.3. *Provider must ensure that the Project Manager complies*

Where this Delivery Kit indicates that the Project Manager will or must do something, the Provider must ensure that the Project Manager does the thing.

## **2. Project Objectives**

### *2.1. Provider to observe objectives*

The Provider must abide by the following objectives in the delivery of the Project:

- (a) ensure the successful delivery of the Project within the agreed timeframes in this Delivery Kit, the Capital Funding Agreement and the Project Execution Plan;
- (b) ensure the successful delivery of the Project within the Project Budget;
- (c) ensure the successful delivery of the Project in accordance with the Delivery Kit and Capital Funding Agreement;
- (d) carry out or ensure the carrying out of cost effective and efficient design, procurement and building methods for the Project to achieve value for money without compromising Best Practice Standards;
- (e) develop and maintain a suitable communication and consultation process for the Project, and to communicate Project objectives to the relevant stakeholders;
- (f) ensure training is implemented in accordance with the Training Policy if applicable to the delivery of the Project;
- (g) ensure the design of the Works meets all regulatory requirements and the Minimum Design Requirements; and
- (h) comply with the Act and all other legislation and regulations.

## **3. Reporting**

### *3.1. Monthly Progress Reports*

The Provider acknowledges that under Item 4 of the Agreement Particulars and clause 19 of the Capital Funding Agreement, the Provider must provide monthly progress Reports for each month by the 5th Business Day of the following month (or such other day as notified by the Department to the Provider) in the template form provided by the Department from time to time (or an alternative template form nominated by the Department) and including the information required by that form. The template form and information required as at the Start Date of the Capital Funding Agreement is the form in Appendix 1 of this Delivery Kit. After appointment of the Project Manager, each report must be certified as accurate by the Project Manager.

### *3.2. Notify delays or disputes*

The Provider must notify the Department immediately of any significant delays, events that could lead to significant delays and disputes on the Project.

## **4. Payment method for Funding**

- (a) Payment of Funding is subject to the preconditions set out in the Capital Funding Agreement, including (without limitation) those set out in clauses 8 and 9 of the Capital Funding Agreement.

- (b) Funding will only be paid in accordance with, and subject to, the provisions of clause 11 of the Capital Funding Agreement.
- (c) Without limiting clause 9 of the Capital Funding Agreement, the State is not responsible for any overspend by the Provider and any amounts required over and above the Funding provided by the State to complete the Project is the responsibility of the Provider. The Provider must not fund such overspend from the Provider's Surplus.
- (d) Without limiting clause 21 of the Capital Funding Agreement, the Provider must:
  - i) maintain copies of all documentation and tax invoices (including supporting documents) relating to the Project including any documents relating to the Provider's expenditure of the Minimum Provider Contribution; and
  - ii) provide copies of such documentation and tax invoices to the Department within 7 days of being requested to do so in writing by the Department.

## 5. Processes Summary

The delivery of a Project with Funding from the State pursuant to a Capital Funding Agreement generally entails the steps set out in clauses 6 to 15 of this Delivery Kit. The steps are summarised below (without limiting the full requirements of this Delivery Kit and the Capital Funding Agreement):

Execution of Legal Agreements	Capital Funding Agreement and any other legal documents, including any State's Security documents, must first be executed before any Funding from the State is released.
Satisfaction of Conditions Precedent	Any Conditions Precedent in the Capital Funding Agreement must be satisfied by the Conditions Precedent Date.
Project Manager Engagement	Preferred Project Manager's fee proposal must be sent to the Department for evaluation and approval.  Once a Project Manager's fee proposal is approved by the Department, the Provider must enter into an agreement with the Project Manager for the performance of the functions of the Project Manager under this Delivery Kit.
Project Execution Plan	Within 20 Business Days of engagement of a Project Manager, a Project Execution Plan must be sent to the Department.
Design Process	Designs are to be developed by or on behalf of the Provider in accordance with the Department's requirements (including the Minimum Design Requirements) and must be approved by the



	<p>Department. The Provider must obtain the Department's prior written approval of the designs to be submitted for the Development Approval application before the application is submitted. The Provider must also obtain the Department's prior written approval of the final designs before the issue of the tender for the Project.</p>
<p>Development Approval and Building Approval</p>	<p>The Provider is to obtain and maintain all required approvals, including all Development Approvals and Building Approvals.</p> <p>All correspondence, Development Approvals, Building Approvals, other approvals and other documentation issued to or from the relevant local authority in connection with the Project must be forwarded to the Department.</p>
<p>Building Contract Tender Process</p>	<ol style="list-style-type: none"> <li>1. Tender documents for the Building Contract are to be prepared by the Project Manager.</li> <li>2. Tender documents must be approved by the Department.</li> <li>3. The Provider is to issue a tender report and recommendation to the Department.</li> <li>4. The Department will carry out financial assessment of the proposed tenderer and evaluate its tender.</li> <li>5. Once the Department endorses a tenderer, the Provider must enter into a Building Contract with that tenderer.</li> </ol>
<p>Construction</p>	<ol style="list-style-type: none"> <li>1. Upon execution of the Building Contract, the Builder is to proceed with the design (if required by the Building Contract) and construction of the Works.</li> <li>2. The executed Building Contract must be provided to the Department within 5 Business Days of engagement of a builder.</li> <li>3. Details of any suppliers and subcontractors to be provided to the Department in the Provider's monthly progress reports.</li> <li>4. Monthly progress reports must be provided to the Department.</li> </ol>

Post Construction	<ol style="list-style-type: none"> <li>1. Asset management plan for the Project must be provided to the Department within one month of Practical Completion.</li> <li>2. Acquittal documentation regarding Funding must be provided in accordance with clause 15.</li> <li>3. Defect and omission rectification work must be carried out during the Defects Liability Period.</li> </ol>
At all stages	Any variations to the Works proposed by the Provider, or to the Project, Project Execution Plan, the Project Budget or the Approved Design must be approved in writing by the Department. Any approved variation is to be incorporated into the Project Execution Plan.

## 6. Execution of Legal Agreements

Before the Provider can be provided any Funding or before any construction can commence in respect of the Project, the Provider must enter into a Capital Funding Agreement and State's Security (if applicable) for the Project, and any other documentation the Department may consider necessary or desirable.

## 7. Project Manager Responsibilities and Powers

### 7.1. Definitions for clause 7

In this clause 7:

- (a) **“direction”** includes any approval, authorisation, decision, demand, direction, instruction, notice, permission, rejection, request or requirement given, made or issued in pursuance of this Delivery Kit or Funding Agreement or any matter or thing that may in substance amount to one or more of the matters or things listed in this definition; and
- (b) **“Works”** means the Works and includes any materials or products obtained or in the possession or control of the Provider for the purpose of use in, or in conjunction with, the Works even if not incorporated into the Works.

### 7.2. Provider to engage Project Manager

Unless the Department otherwise approves in writing, the Provider must engage a Project Manager at market competitive rates, which person:

- (a) is an architect registered in the State of Queensland or an engineer registered in the State of Queensland (or holding other qualifications approved in writing by the Department) whose professional service experience includes the performance of services of the type required of the Project Manager in this Delivery Kit; or
- (b) is QBuild,

and in any case - holds themselves out as capable of undertaking project management services of the type required by this Delivery Kit and (unless exempt under the QBCC Act)

holds the appropriate licence to carry out project management services pursuant to the QBCC Act and will be responsible for, and capable of, carrying out the management and delivery of the Project.

### 7.3. *Project Manager duties*

The Provider must ensure the Project Manager understands and accepts the duties it must perform for the Project which include (but are not limited to):

- (a) preparation and continuous updates of the Project Execution Plan;
- (b) organising any preliminary approvals;
- (c) organising tender documentation;
- (d) tenders;
- (e) designs;
- (f) statutory approvals, including Building Approvals and Development Approvals (if applicable);
- (g) certifying progress reports; and
- (h) managing performance of the Project against the Project Budget.

### 7.4. *Project Manager requirements*

The Project Manager must comply with the following requirements:

- (b) PQC Registration.
  - i) Subject to the next paragraph, the Project Manager must have PQC registration.
  - ii) The Department may permit engagement of a Project Manager that does not have PQC registration, if evidence is provided to the Department's satisfaction that a proposed Project Manager has suitable qualifications and/or experience, including evidence that the proposed Project Manager holds the appropriate QBCC licence to undertake work of the nature required of the Project Manager by this Delivery Kit (or is exempt from holding a QBCC licence under the provisions of the QBCC Act).
- (c) Quality Assurance. The Project Manager must have an established quality assurance system that ensures consistent production and delivery of its services. The Project Manager's quality assurance system must be certified by a third party to the appropriate International Organization for Standardization standard, or to an equivalent quality assurance standard, approved by the Department, unless the Department otherwise agrees.
- (d) Arrange and attend regular project management committee meetings to be attended by representatives of the Provider, the Builder (where appropriate) and the Department and any other participant required by the Department.

#### 7.5. *Professional Indemnity Insurance*

The Project Manager must have:

- (a) Public Liability Insurance for not less than \$20 million in respect of any one occurrence; and
- (b) Professional Indemnity Insurance commensurate with the Project Budget.

The terms of the policies are subject to approval by the Department. The Provider must ensure the Project Manager provides evidence that such insurance has been obtained and is current when requested by the Department.

#### 7.6. *Project Manager fee proposals*

In retaining the Project Manager, the Provider must:

- (a) obtain fee proposals from three (3) tenderers qualified to be the Project Manager through a market competitive process or, if approved in writing by the Department, obtain a fee proposal only from QBuild; and
- (b) tender only on the basis of a fixed lump sum fee being payable to the Project Manager and ensure any agreement entered into with the Project Manager provides for only a fixed lump sum fee.

#### 7.7. *Project Manager to receive certain documents*

Before a tenderer for the role of Project Manager submits a lump sum fee proposal, the Provider must ensure the tenderer has received the following documents:

- (a) Project Management Brief (as per Appendix 2);
- (b) a Letter of Invitation (example attached in Appendix 3);
- (c) this Delivery Kit; and
- (d) the Minimum Design Requirements (or a description of the Minimum Design Requirements and where they can be located).

#### 7.8. *Project Manager engagement*

- (a) Before the Provider engages the Project Manager, the Provider must forward:
  - i) the fee proposal from the preferred tenderer for the role of Project Manager; and
  - ii) the proposed form of project management agreement (which must be consistent with the requirements for and obligations of the Project Manager in this Delivery Kit),

to the Department for evaluation and approval. The Department may also request copies of the fee proposals and proposed form of project management agreements from other tenderers, in which case the Provider must provide such copies to the Department.

- (b) If the Department approves the preferred tenderer's fee proposal and form of project management agreement, the Provider:
  - i) must notify the Project Manager of a successful fee proposal and must use a letter of acceptance (in accordance with the example attached in Appendix 4) or a similar letter approved by the Department; and
  - ii) must enter into a Project Management Agreement with the Project Manager on the terms approved pursuant to clause 7.8(a) (subject to any amendments approved by the Department pursuant to clause 7.8(c)) and that incorporates the requirements of this Delivery Kit, including the Project Management Brief.
- (c) The Provider must not enter into a Project Management Agreement that contains amendments to the terms approved pursuant to clause 7.8(a) unless the Department has approved those amendments.
- (d) If:
  - i) the Department does not accept a preferred tenderer's fee proposal for the role of Project Manager or the tenderer itself; or
  - ii) any concerns of the Department regarding the preferred tenderer for the role of Project Manager or the Project are unable to be addressed by or on behalf of the preferred tenderer,

the Provider must submit the next preferred tenderer's fee proposal for the role of Project Manager for evaluation by the Department in accordance with this clause.

#### 7.9. *Project Manager to prepare documents*

Within twenty (20) Business Days of the engagement of the Project Manager, the Provider must ensure that the Project Manager has prepared and submitted to the Department for approval (where applicable):

- (a) a Project Execution Plan with proposed timeframes, including how Milestones will be achieved by their respective Milestone Dates; and
- (b) the form of Building Contract proposed as suitable for the Project by the Project Manager.

#### 7.10. *Project Execution Plan*

The Project Execution Plan must provide for the following matters (in a form approved by the Department):

- (a) constraints and assumptions;
- (b) scope and scope management;
- (c) quality management;
- (d) schedule with Milestones, Milestone Dates and schedule management consistent with meeting the timeframes set out in the Capital Funding Agreement including:
  - i) site preparation;
  - ii) forecast construction commencement date;

- iii) construction of slab and footings;
  - iv) construction of framing;
  - v) construction of roof;
  - vi) brickwork or other cladding;
  - vii) fit-out;
  - viii) landscaping and external works;
  - ix) approximate date by which Practical Completion will be achieved (which must be on or before the Milestone Date for Practical Completion);
  - x) proposal for promotional Events (if already known by the Project Manager);
- (e) Project Budget and cost management – including planned expenditure and cashflow forecasts (Any cashflow forecast in the PEP must clearly distinguish and set out the expenditure of the Minimum Provider Contribution, any relevant accrued State’s surplus and any relevant borrowed funds from a Financier);
  - (f) environmental management;
  - (g) adherence to Minimum Design Requirements and product specifications;
  - (h) the tender and procurement process;
  - (i) risk management;
  - (j) the Training Policy, if applicable;
  - (k) scope change or variation process; and
  - (l) any other Project changes and amendments, including approved (where required) changes of scope of the Project, changes in performance against Project Budget and changes of performance against Milestones Dates and delivery dates. The Project Execution Plan is a live document and must be updated as required to reflect any changes to the Project that impact on Project scope, performance against Milestone Dates and other delivery dates and performance against the Project Budget. An updated Project Execution Plan must be submitted promptly after any such changes.

#### 7.11. *Functions and powers of Project Manager*

Without limitation to the other provisions of the Delivery Kit, the functions and powers of the Project Manager include:

- (a) overall monitoring of the progress of the Project against the Project Execution Plan;
- (b) certifying progress claims and achievement of milestones (as applicable) under the Capital Funding Agreement;
- (c) inspection of the Works and identification and notification of omissions and defects;
- (d) accessing the Property and carrying out on-site inspections;
- (e) monitoring progress of the construction programme and seeking information from the Provider or the Builder about any matter concerning the Project;

- (f) risk management of the Project, including the design and construction of the Works;
- (g) confirming when practical completion has been achieved and certified under the Building Contract, including providing copies of all certificates of practical completion issued under the Building Contract;
- (h) confirming that the certification of practical completion under the Building Contract was performed in accordance with the terms of the Building Contract;
- (i) confirming when the Project has been handed over by the Builder to the Provider;
- (j) certifying achievement of Practical Completion (including verifying all pre-conditions to Practical Completion have been completed before issuing such certification of Practical Completion);
- (k) issue the Practical Completion Certificate in accordance with the Delivery Kit;
- (l) certify Final Completion has been achieved, including verifying the following before issuing such certification:
  - i) that any final statement required by this Delivery Kit has been issued by the Provider and that its contents comply with the requirements of this Delivery Kit; and
  - ii) all pre-conditions to the issuing of the Final Certificate have been achieved; and
- (m) issue the Final Certificate in accordance with the Delivery Kit.

In the performance of the Project Manager's functions under this Delivery Kit (other than in relation to the exercise of any function under the Building Contract, which will be exercised in accordance with the terms of that contract), the Provider must ensure the Project Manager acts independently, honestly and in accordance with the terms of the Capital Funding Agreement and this Delivery Kit.

#### 7.12. *Directions, access and testing*

- (a) Except where the Capital Funding Agreement otherwise provides:
  - i) a direction by the Project Manager pursuant to the terms of this Delivery Kit may be given orally, but the Project Manager must as soon as practicable thereafter confirm the substance of the direction in writing;
  - ii) if the Project Manager gives a direction about the Project Works or the Works in accordance with the terms of this Delivery Kit, the Provider must comply with the direction.
- (b) The Provider must ensure the Project Manager and its agents and employees are allowed access to any place where any part of the Works is situated or any part of the Project Works is being carried out (including at a location other than the Property), for the purpose of inspection and testing.
- (c) If tests are required to be performed to any part of Works (or samples taken) by or on behalf of the Project Manager for the purposes of the Project Manager exercising its functions under this Delivery Kit, the Provider must not, and must ensure the Builder does not (except with the Project Manager's prior written approval) cover up

or make inaccessible that part of Works until the required tests have been performed (or samples taken) to the satisfaction of the Project Manager.

- (d) At any time before expiry of the Defects Liability Period, the Project Manager may direct that any part of the Works be tested (or samples taken). For this purpose, the Provider must give such assistance and samples and make accessible such parts of the Works, including ensuring that the Builder makes accessible relevant parts of the Works, as may be directed by the Project Manager.
- (e) A satisfactory inspection or test of any part of the Works by the Project Manager will not constitute evidence of the Provider having satisfactorily complied with the Capital Funding Agreement, Delivery Kit or Project Execution Plan, and will not prejudice or relieve the Provider from any of its obligations or liabilities under or in connection with the Capital Funding Agreement or this Delivery Kit.
- (f) If additional inspections or testing is required by the Project Manager because of defects or omissions in the Works, including the need to inspect or test the proper completion of the rectification of defects or omissions, then any additional costs incurred by the Department or Project Manager in carrying out such additional inspections and testing must be paid by the Provider and may be deducted by the State from the Funding and the Project Budget must be adjusted accordingly.
- (g) The Provider must provide, and must ensure the Builder provides, to the Project Manager or the Project Manager's delegate, access to the Property and all of the Provider's records sufficient to allow the Project Manager to carry out all of its powers and functions in pursuance of the Funding Agreement and the Delivery Kit.

#### 7.13. *Notifying unsuccessful Project Managers*

After the Project Manager has been appointed, the Provider must send a letter to each of the unsuccessful tenderers for the role of Project Manager (if any) thanking them for their interest and submission (and example letter is attached in Appendix 5).

## 8. **Trust Accounts framework**

### 8.1. *Acknowledgment regarding Trust Accounts*

The Provider acknowledges that:

- (a) It is required to comply with all relevant laws, including the BIF Act.
- (b) This section of the Delivery Kit provides only a broad summary of some aspects of the BIF Act current at the time this Delivery Kit was prepared. Notwithstanding anything in this section, the Provider remains fully responsible for ensuring it fully understands and complies with all current requirements of the BIF Act.
- (c) Security of payment in the building and construction industry is a priority for the State.
- (d) Where required by the BIF Act (and subject to any amendments to the BIF Act):
  - i) a project trust account (as set out in section 18 of the BIF Act) must be established for each eligible contract (as set out in Division 3 of Part 2 of Chapter 2 of the BIF Act); and



- ii) a retention trust account (as defined in section 30 of the BIF Act) must be established by the Provider for each withholding contract (as set out in Division 4 of Part 3 of Chapter 2 of the BIF Act) for which it is the contracting party (as that term is defined in section 8 of the BIF Act) to hold all cash retentions withheld by the Provider in relation to each such contract,

(“Trust Accounts”).

- (e) The QBCC has a significant role in making sure the industry complies with the Trust Accounts framework in the BIF Act, including:
  - i) undertaking audits;
  - ii) requiring independent audits of accounts;
  - iii) receiving notifications about Trust Accounts;
  - iv) freezing Trust Accounts;
  - v) appointing a special investigator.
- (f) The Trust Account framework in the BIF Act will be phased in gradually to all eligible contracts valued at \$1 million or more. This will make sure that the industry has time to adapt and get ready for the changes.
- (g) The Trust Account regime in the BIF Act will apply to eligible contracts as follows:
  - vi) from 1 January 2022 — private sector, local government, statutory authorities’ and government-owned corporations’ eligible contracts valued at **\$10 million or more**;
  - vii) from 1 July 2022 — private sector, local government, statutory authorities’ and government-owned corporations’ eligible contracts valued at **\$3 million or more**; and
  - viii) from 1 January 2023 — all eligible contracts valued at **\$1 million or more**.

## 9. Designs

### 9.1. *Development of Designs*

The Provider must develop schematic designs, 70% complete designs (and any other iterations required by the Department) and final designs for the Works in consultation with the Project Manager that are consistent with the Project details in the Capital Funding Agreement.

### 9.2. *Liaison on design*

During design development pursuant to clause 9.1, the Provider and Project Manager must liaise with each other in respect of:

- (a) any town planning or statutory requirements;
- (b) availability and capacity of services; and
- (c) soil testing and survey (if not already available);

### 9.3. *Site analysis*

If a site analysis of the Property is required as part of the Project, the Provider must provide the following documents to the Project Manager to conduct a site analysis:

- (a) current title search;
- (b) current site survey of the Property;
- (c) current native title search;
- (d) current infrastructure searches for local road works, the widening of roads, overlays (and similar); and
- (e) current independent valuation.

### 9.4. *Change in scope of Project*

If in consequence of anything undertaken in pursuance of clause 9.2 or 9.3, the Provider or the Project Manager considers there is likely to be any change to the scope of the Project, the Provider must immediately notify the Department of the likely change in scope and provide adequate details of the likely change and reasons for it.

### 9.5. *Department assesses design*

Schematic designs, 70% complete designs (and any other iterations required by the Department) and final designs developed pursuant to clause 9.1 must be submitted to the Department for assessment and approval.

### 9.6. *Department's discretion*

The Department exercising its absolute discretion:

- (a) may approve the designs (which will then become the '*Approved Design*'), in which case - the Provider may proceed to the next stage; or
- (b) may reject the design, in which case - the Provider must modify the design in accordance with the requirements identified by the Department and resubmit for approval by the Department.

### 9.7. *Design to meet regulations and Minimum Design Requirements*

The design of the Project must meet:

- (a) all requirements applicable to such design under law and all approvals;
- (b) the Minimum Design Requirements; and
- (c) the requirements of the Department.

### 9.8. *No warranty as to suitability or fitness of design*

By assessing, commenting upon or approving the designs (with or without conditions or alterations), the Department makes no warranty or representation as to the adequacy, suitability or fitness for purpose of the design or that any government agency will issue an approval in respect of the design and the Provider remains fully responsible for the

Approved Design, including ensuring the Approved Design complies with the requirements of the Capital Funding Agreement and this Delivery Kit.

## **10. Changes to the Approved Design**

### *10.1. Amended design may be required*

If the Provider or the Project Manager forms a reasonable opinion that the Approved Design does not meet the requirements referred to in clause 9.7 above, the Provider must procure an amended design which satisfies those requirements and meets the requirements of this Delivery Kit, the Capital Funding Agreement and the Project Execution Plan, including in relation to Project Budget and Milestones.

### *10.2. Approval of amended design*

Any proposed amended design:

- (a) must comply with the requirements of clause 9.7; and
- (b) is subject to the same process and provisions set out in clauses 9.5 to 9.8, including obtaining written approval by the Department (the granting of such approval is in the Department's absolute discretion).

### *10.3. Other changes*

If the Provider requires changes to the Approved Design for any other reason:

- (a) the Provider is responsible for procuring amended designs that satisfy the requirements set out in this clause;
- (b) the Provider must otherwise meet the requirements of the Delivery Kit and the Project Execution Plan, including in relation to Project Budget and Milestones; and
- (c) the amended designs are subject to the same process and provisions set out in clauses 9.5 to 9.8, including obtaining written approval by the Department (the granting of such approval is in the Department's absolute discretion).

## **11. Development Approval and Building Approval**

### *11.1. Necessary approvals*

The Provider must obtain and maintain all necessary and appropriate approvals, assessments and certifications, including Development Approvals and Building Approvals, from the relevant local authority, certifiers and other relevant statutory bodies or utility entities in respect of development and construction of the Project, including the Project Works and the Works.

### *11.2. Keep Department advised*

For the approvals, assessments and certifications referred to in clause 11.1, the Provider must advise the Department, and keep the Department advised:

- (a) about the nature and progress of any negotiations with any relevant local authority, certifier, statutory body or utility entity; and
- (b) as soon as reasonably practicable, about the grant or receipt of any approvals, assessments and certifications, whether from the local authority, certifier or any

other statutory body or utility entity, including any conditions that may form part of any approval.

### 11.3. *Correspondence to Department*

The Provider must as soon as possible forward to the Department all correspondence and documentation sent to, or received from, the local authority, certifier or any other statutory body or utility entity in relation to the Project.

## 12. **Tender Process for the Building Contract**

### 12.1. *Tender documentation*

The Provider must arrange for the Project Manager to:

- (a) prepare tender documentation for the carrying out of the Project Works; and
- (b) include in the tender terms a provision by which all tenderers consent (in favour of the Department) to providing true copies of their respective financial details, information and records to any assessor that may be appointed by the Department to carry out detailed financial performance and credit assessments of the tenderers.

### 12.2. *Detailed financial performance and credit assessment*

The Department will appoint an assessor to review and report on the successful tenderer's:

- (a) financial capacity, creditworthiness and historic performance in the building and construction industry; and
- (b) builder's QBCC licence/s and registration details.

This report is for the Department's use only and will not be shown to the Provider.

### 12.3. *Tender validity period*

The tender validity period should be the shorter period of:

- (a) the period which the Project Manager considers best suits a fair tender process for the Works; and
- (b) at least 50 Business Days from the close of the period for which tenders may be lodged.

### 12.4. *Preparation of tender documents*

- (a) The Provider must ensure the Project Manager prepares tender documentation which is to include:
  - i) a tender form;
  - ii) the conditions of tendering – including the matters identified in clause 12.1(b);
  - iii) special notice to tenderers to ensure compliance with legislation including the BIF Act;
  - iv) the proposed Building Contract (which must meet the requirements of clause 13) determined by the Project Manager to be suitable for the Works;

- v) working drawings and specifications (sufficient for a construct only or a design and construct Building Contract, as applicable);
  - vi) contractual specifics relating to the Works, such as the date for practical completion;
  - vii) tender validity period (refer to clause 12.3);
  - viii) a defects liability period (which must not be less than the Defects Liability Period); and
  - ix) whether liquidated damages will apply, and if so – the basis of calculation.
- (b) The Provider must ensure a full copy of the tender documents is provided to the Department for approval.
  - (c) The Department will review and endorse the tender documentation (including the proposed Building Contract) with suggestions for amendments if required. The Provider is to ensure the Department's suggestions are addressed and that the updated tender documentation is issued to the Department for approval.
  - (d) Once the Department is satisfied with the tender documentation, it must approve the documentation. Upon receipt of such approval, the Provider must instruct the Project Manager to commence the tender process. Neither the Provider nor the Project Manager may commence the tender process until the Department endorses the tender documentation.

#### 12.5. *Calling and assessing tenders*

- (a) After the Department approves the tender documentation, the Provider must ensure the Project Manager commences the calling of tenders for the Building Contract.
- (b) Unless the Department otherwise agrees in writing with the Provider prior to any call for tenders, the Provider must not enter into a single select (direct) or select tender process.
- (c) The Department may, without being obliged to do so, provide its consent (at the Department's sole discretion) to a select tender process where **no less than three** appropriately qualified tenderers are issued the tender. In exercising its discretion under this clause, the Department is entitled to have regard to the following matters (without limitation), namely, whether:
  - i) a select tender process can demonstrate value for money above a competitive market tender process;
  - ii) a select tender process would compromise State priorities; and
  - iii) the select tender process would compromise tender process requirements, including as set out in clauses 12.1 – 12.4 (with any modification that necessarily arises from the Department permitting a single select tender process).
- (d) The Department may, without being obliged to do so, provide its consent (at the Department's sole discretion and approved by the delegate) to **a single select (direct) tender** process. In exercising its discretion under this clause, the

Department is entitled to have regard to the following matters (without limitation), namely, whether:

- iv) a single select (direct) tender process can demonstrate value for money above a competitive market tender process;
  - v) a single select (direct) tender process would compromise government priorities; and
  - vi) the single (direct) select tender process will not compromise tender process requirements, including as set out in clauses 12.1 – 12.4 (with any modification that necessarily arises from the Department permitting a single select tender process).
- (e) Subject to clauses 12.5(b) - (d), the Provider must ensure that the Project Manager uses an open tender or select tender process as determined by the Project Manager as appropriate for the Project.
- (f) The Provider must ensure that all tenders are held securely.

#### 12.6. *Preparation of tender report*

- (a) After tenders have closed, the Provider must arrange the Project Manager to evaluate the tenders to ensure:
- i) each tender conforms to the tender documents;
  - ii) the median tender range is within the Project Budget estimate forecast; and
  - iii) each tenderer has demonstrated it will assist the Provider with the delivery of the Project in a manner consistent with the Capital Funding Agreement and this Delivery Kit (for example meeting timeframes); and
- (b) If tenders are outside Project Budget estimate forecasts, the Project Manager must identify this issue and report it to the Provider together with the likely reasons for this, and what action should be taken (if any).
- (c) If the lowest tenders are relatively close, the Provider must arrange for the Project Manager to undertake a more detailed assessment of the tenders involved and include the outcome of the assessment in the tender report.
- (d) When the evaluation has been completed, the Provider must ensure the Project Manager issues a tender report and a recommendation for a preferred tenderer.

#### 12.7. *Submission of tender report to the Department*

- (a) The Provider and the Project Manager must liaise in respect of the lowest tenders in order to provide a coordinated recommendation on the most advantageous tender to the Department.
- (b) The Provider must submit the following documents to the Department for approval:
- i) a copy of the complete set of tender documents;
  - ii) all addenda to the tender documents (if any). (An addendum is a documented change to the tender documents that occurs after the initial tender documents

have been issued to the tenderers);

- iii) a complete copy of the four (4) lowest tenderers' tender submissions, including covering letter, tender form, confirmation of receipt of addenda (if applicable) and any other enclosures provided by the tenderers;
- iv) the tender report including any enclosures and details of any post tender negotiations with tenderers (if any); and
- v) the Project Manager's recommendation regarding the preferred tenderer endorsed by the Provider (**Preferred Tenderer**).

#### 12.8. *Tender evaluation, financial performance and creditworthiness, approval*

- (a) The Department will:
  - i) evaluate the Preferred Tender; and
  - ii) arrange for a qualified assessor to carry out a detailed financial performance and credit assessment of the Preferred Tenderer as set out in clause 12.2.
- (b) If the Department, in its discretion, is satisfied in all respects with its tender, the Department may endorse the Preferred Tenderer.
- (c) If the Department, in its discretion, is not satisfied with the tender of the Preferred Tenderer, and the Department's concerns are unable to be addressed by the Preferred Tenderer, the next lowest eligible tender may be evaluated, and endorsed (if satisfactory in all respects), by the Department pursuant to clauses 12.8(a) and 12.8(b). If there are no satisfactory tenderers, the Project Manager must re-tender the Project as required by the Department.
- (d) The assessor carrying out the detailed financial performance and credit assessment will directly invoice the Department and the Department will pay that invoice. **The Department's payment of the assessor's invoice will be reimbursed from the approved Project Budget, this payment is not budgeted for separately by the Department and it is deemed to be part payment of the Funding.**
- (e) Upon receipt of the Department's endorsement of a tenderer, the Provider must instruct the Project Manager to arrange for a Building Contract to be entered with the successful tenderer.
- (f) The Provider should obtain from the Project Manager a briefing of its responsibilities as the 'Principal' under the Building Contract.

### 13. **Building Contract**

#### 13.1. *Building Contract to contain certain terms*

The Building Contract must be based on a Form of Contract, amended as the Project Manager determines is appropriate for the Works, and must contain provisions dealing with the following:

- (a) construction timeframes (in accordance with dates set out in the approved Project Execution Plan and consistent with the Capital Funding Agreement);
- (b) insurance requirements to the standard required by the Department;

- (c) times and conditions for supply of any materials and services to the Builder by the Provider (if any) - i.e. principal supplied items;
- (d) responsibility for obtaining statutory notices and approvals and the entity responsible for payment for approvals;
- (e) a retention or other security to be held by the Provider after practical completion is certified under the Building Contract to ensure rectification of omissions and defects (as considered appropriate by the Project Manager);
- (f) date for possession of the Property by the Builder;
- (g) a requirement for completion of a compliance report (sufficient to establish the Project has been constructed, or designed and constructed, as applicable, in accordance with the requirements of the Building Contract, including any scope and specification) and a Practical Completion compliance report (sufficient to establish the requirements and preconditions for Practical Completion have been achieved); and
- (h) access to the site by the Department (and other State employees or representatives), if required, including for the periodic inspections under clause 13.8.

#### 13.2. *Special conditions to be approved*

Any amendments to the form of the Building Contract included in the tender documents and approved by the Department pursuant to clause 12.4(d) must be approved by the Department in writing prior to execution of the Building Contract by the Provider or the Builder.

#### 13.3. *Execution of Building Contract*

The Project Manager must promptly arrange for the Provider and the Builder endorsed by the Department pursuant to clause 12.8 to execute the approved form of Building Contract. The Provider must appoint the Project Manager as the 'Superintendent' (or equivalent) under the Building Contract and ensure the Project Manager administers the Building Contract in accordance with its terms.

#### 13.4. *Builder responsible for supervision*

The Provider must ensure the Project Manager inspects the Project Works and the Works on a regular basis, but the Project Manager is not responsible for actual supervision of the construction activities, which is the responsibility of the Builder.

#### 13.5. *Builder to be paid*

During the performance of the Project Works, the Provider must ensure that the Builder is paid all amounts owing to the Builder under the Building Contract, subject to the operation of the Trust Accounts framework in the BIF Act, set out in clause 8.

#### 13.6. *Compliance with Building Industry Fairness (Security of Payment) Act 2017*

The Provider must:

- (a) comply with all requirements applicable to the Provider under BIF Act;



- (b) strictly comply with time requirements under the BIF Act for receiving payment claims and making payments to the Builder; and
- (c) ensure the Builder complies with all requirements applicable to the Builder under the BIF Act.

#### 13.7. *Documentation to be provided*

The Provider must:

- (a) provide the Department with a copy of the executed Building Contract; or
- (b) ensure that the Project Manager provides the Department with a copy of the executed Building Contract,

in either case - within five (5) Business Days of the execution of the Building Contract by the Provider and the Builder.

#### 13.8. *Periodic inspections*

During construction, the Department may, either in its own right or through an authorised representative, undertake from time to time inspections of the Property, the Project Works and the Works.

### **14. Construction**

#### 14.1. *QBCC Act Licence*

The Provider must ensure the Builder and/or sub-contractors hold (as the case may require):

- (a) an appropriate current licence under the QBCC Act:
  - i) which is not suspended or under risk of suspension; and
  - ii) the holding of which is not being investigated by the QBCC or any person having authority in regard to such licence (so far as the Provider and Builder know or should know); and
- (b) any licence, registration or other qualification required by any other legislation or relevant authority to undertake the Project Work or construct the Works required in respect of the Project.

#### 14.2. *Project administration*

- (a) The Provider is responsible for the progress of the Project Works in accordance with timeframes under the Project Execution Plan and required by the Capital Funding Agreement.
- (b) The Provider must ensure the Project Manager (or the Project Manager's nominated representative):
  - i) is entitled at all times without notice to inspect the progress of the Project Works;
  - ii) will report to the Department monthly on progress of the Project Works and any problems or delays in relation to the Project Works or the Project; and

- iii) has the powers set out in clause 7 above.
- (c) The Provider must notify the Department and the Project Manager immediately it becomes aware of any significant delays or disputes in relation to the Project Works, the Works or the Project.
- (d) If the Provider or Builder proposes any variation to the Works, the Project Budget, the Approved Design or the Project Execution Plan:
  - i) the Provider must submit a report to the Department on the proposed variation;
  - ii) a proposed variation will be taken to be not approved, unless approval is given by the Department in writing; and
  - iii) any approved variation to the Works or the Project Budget must be incorporated into the Project Execution Plan.
- (e) The Provider acknowledges that any variation approved under clause 14.2(d) is at the Provider's expense.
- (f) The Provider must:
  - i) ensure that the Project Manager promptly certifies Practical Completion after all preconditions and other requirements for the achievement of Practical Completion in the Capital Funding Agreement and this Delivery Kit have been met or achieved, as applicable (**Practical Completion Certificate**); and
  - ii) provide a copy of the Practical Completion Certificate to the Department within five (5) Business Days of issue.

## 15. Post Construction

### 15.1. Defects Liability Period

- (a) The Provider must ensure the Project Manager is given access to inspect the Works during the Defects Liability Period (and after that period so long as omission and defect rectification work is still being performed or needs to be inspected).
- (b) During currency of the Defects Liability Period, the Provider must:
  - i) advise the Project Manager of any omissions and defects which become apparent and the date on which they first become noticeable;
  - ii) ensure the Project Manager inspects the Works;
  - iii) ensure the Project Manager directs the Builder (if necessary) to rectify any omissions and defects; and
  - iv) ensure the Builder rectifies any omissions and defects.
- (c) The Provider must prior to expiry of the Defects Liability Period, ensure the Project Manager carries out a final inspection and directs the Builder to make good any remaining omissions and defects.
- (d) Clauses 15.1(b) and (c) apply whether or not the Builder is responsible for making good the relevant omissions and defects under the terms of the Building Contract. If the Builder is not responsible for the omissions and defects, the Provider is

responsible for making appropriate arrangements with the Builder for the making good of the relevant omissions and defects at the Provider's cost. The Provider may have another builder make good omissions and defects that are not responsibility of the Builder only with the prior written approval of the Department.

#### 15.2. *Final Certificate*

- (a) The Provider must:
  - i) after expiry of the Defects Liability Period and final rectification of any remaining omissions and defects in the Works ensure the Project Manager issues a certificate headed 'Final Certificate' in accordance with clause 7.11 and authorises payment of retention money to the Builder (**Final Certificate**); and
  - ii) provide a copy of the Final Certificate to the Department within five (5) Business Days of issue.

#### 15.3. *Acquittal of Project*

- (a) Within 3 months of the achievement of Practical Completion of the Works:
  - i) the Provider must prepare an acquittal for the Works using the template in Appendix 6;
  - ii) the Provider must submit the acquittal to the Project Manager for review and certification that the information in the acquittal is complete and accurate; and
  - iii) once the acquittal has been certified, the Provider must submit the acquittal and the Project Manager's certification to the Department.
- (b) Within one month after the expiry of the Defects Liability Period:
  - i) the Provider must prepare an acquittal for the Project using the template in Appendix 6;
  - ii) the Provider must submit this final acquittal to the Project Manager for review and certification that the information in the acquittal is complete and accurate; and
  - iii) once the final acquittal has been certified, the Provider must submit the final acquittal to the Department.

#### 15.4. *Asset Management Plan*

- (a) The Provider must keep and implement an asset management plan for the Property in accordance with the Regulation.
- (b) The Provider must submit the asset management plan for the Property to the Department within a month of Practical Completion.

#### 15.5. *Publicity*

The Provider:

- (a) must acknowledge the Funding received from the Department in promotional activities to the Project;

- (b) must not make or authorise any public announcements or issue any communication, including hoarding, signs, notices, media/statements/interviews, relating to the Project or the negotiations of the parties on the terms of Capital Funding Agreement without the Department's prior written approval;
- (c) must obtain the written consent of the Department before it delivers a public statement or holds an Event for or in relation to the Project;
- (d) must at least one (1) month in advance advise, and seek the consent of, the Department of any Event and a potential date for the Event; and
- (e) acknowledges the Department or its authorised officers are entitled to attend an Event.

#### 15.6. *Naming*

Building names will be decided by the Department. The Provider may submit to the Department suggestions for the naming of dwellings.

### **16. Insurance**

#### 16.1. *Works insurance*

- (a) Before the Provider commences work (including any Project Works) on the Project, the Provider must effect an insurance policy covering the Project against loss or damage resulting from any cause until the Project is completed. The Provider may have such insurance effected by its Builder, subject to first obtaining the prior written approval of the Department.
- (b) Without limiting the generality of the obligation to insure, the policy must cover the things (that are to be used for or incorporated into the Project) in storage other than at the Property and in transit to the Property.
- (c) The insurance cover must be for an amount not less than the sum of:
  - i) the full value of the Project (including, without limitation, the Funding and all contributions by the Provider); and
  - ii) an additional amount of 15% of the amount of the Funding to provide for costs of demolition and removal of debris and the fees of consultants.
- (d) The insurance policy must:
  - i) be in the name of the Provider, and must cover the Provider, the Builder, consultants and subcontractors (if any) employed from time to time in relation to the Project for their respective rights, interests and liabilities; and
  - ii) note the interests of the State as mortgagee.

#### 16.2. *Public liability insurance*

- (a) Before any work (including any Project Works) is commenced on the Project, the Provider must effect a public liability policy of insurance in the joint names of the State and the Provider which covers the State, the Provider, the Project Manager, any consultants and subcontractors employed from time to time in relation to the Project for their respective rights and interests.

- (b) The policy must also cover the Provider's liability to the State and the State's liability to the Provider for loss of or damage to property and the death of or injury to any person in any way related to or arising out of the Project (other than liability which is required by law to be insured under a workers compensation policy of insurance) (including where such damage, death or injury is related to any unregistered motor vehicles).
- (c) The public liability policy of insurance must be for not less than \$20,000,000 in respect of any one occurrence. The policy must be maintained for all periods up to and including the Defects Liability Period (or the last of those periods, if more than one).

#### 16.3. *General Insurance Requirements*

- (a) The Provider must effect the insurance policies required under clause 16 with an insurer and on terms approved in writing by the Department.
- (b) Whenever requested in writing by the Project Manager or the Department, the Provider must provide to the Project Manager or the Department, as applicable, copies of, and evidence to the satisfaction and approval of the Project Manager or the Department, as applicable, of the insurance effected and maintained as required by the Delivery Kit.
- (c) The effecting of insurance does not limit the liabilities or obligations of the Provider under the other provisions of the Delivery Kit.

#### 16.4. *Failure to produce proof of insurance*

- (a) If after being requested in writing by the Project Manager or the Department to do so, the Provider fails to produce evidence of compliance with the insurance obligations under this clause 16 to the satisfaction and approval of the Project Manager or the Department, as applicable, the State may effect and maintain the insurance and pay the premiums. The amount paid by the State will be a debt due from the Provider to the State and may be deducted from any Funding.
- (b) The Department may refuse payment of Funding until evidence of compliance by the Provider with this clause is produced by the Provider to the satisfaction and approval of the Project Manager or the Department, as applicable. The rights given by this clause 16.4 are in addition to any other right at law or under the Capital Funding Agreement.

#### 16.5. *Notices from or to the Insurer*

- (a) The Provider must ensure that each policy of insurance required by this Delivery Kit:
  - i) contains provisions acceptable to the Department;
  - ii) will provide that a notice of claim given to the insurer by the Provider, the Project Manager, the Builder, the State or any consultant or subcontractor must be accepted by the insurer as a notice of claim given by the Provider, the Project Manager, the Builder, the State or any consultant or subcontractor (as the case may be) and that a failure by one insured party to discharge its obligations of disclosure and good faith or to observe the terms of the relevant policy will not prejudice the cover of the other insured parties; and

- iii) will require the insurer, whenever the Provider fails to renew the policy or to pay a premium, to give notice in writing thereof forthwith to the Project Manager and the Department prior to the insurer giving any notice of cancellation.
- (b) Without limiting the other requirements of this clause, if the Provider receives any notice from an insurer concerning the insurances required by this clause it must promptly provide a copy of the notice to the Project Manager and the Department.

#### 16.6. *Potential claims or cancellation*

- (a) The Provider must not do or omit to do anything which might vitiate, impair or derogate from the cover under any insurance policy or which might prejudice any claim under any insurance policy.
- (b) The Provider must, as soon as practicable, inform the Project Manager and the Department in writing of any occurrence that:
  - i) may give rise to a claim under a policy of insurance required by this clause 16; or
  - ii) may result in any insurance policy lapsing, being cancelled or avoided.
- (c) The Provider must from time to time inform the Project Manager and the Department of subsequent developments concerning any such occurrence or claim. The Provider must ensure that consultants and subcontractors in respect of their operations similarly inform the Project Manager and the Department.

#### 16.7. *Settlement of claims*

Upon settlement of a claim under any relevant insurance policy in respect of loss or damage to the Project:

- (a) to the extent that any part of the Project requires reinstatement and has been the subject of a prior payment of Funding by the State to the Provider, if the Provider has not completed reinstatement, monies received from the insurer must, if requested by either party, be paid into a bank agreed upon by the parties in an account in the joint names of the Provider and the State. As the Provider proceeds to reinstate the loss or damage, the Project Manager must certify against the joint account for the cost of reinstatement, at which time the certified amounts will be paid out of the account to the Provider for reimbursement of such costs; and
- (b) to the extent that any part of the Project requires reinstatement and has not been the subject of a payment of Funding by the Department to the Provider, the Provider will be entitled immediately to receive from moneys received from the insurer, the amount of money so paid in relation to any loss suffered by the Provider relating to the Project (including in relation to the loss of or damage to goods and materials to be used for or incorporated into the Project whether or not incorporated into the Project).

#### 16.8. *Payment*

The Provider must ensure that premiums for insurance required pursuant to this Delivery Kit are paid on time and the conditions of insurance are complied with.

**17. State not designer or principal contractor**

In exercising its rights or performing its obligations under the Capital Funding Agreement or this Delivery Kit, or any annexure or schedule to either of those documents:

- (a) Neither the State nor the Department is assuming the role of designer of structures or plant (within the meaning of the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011*); and
- (b) Neither the State nor the Department is not assuming the role of Principal Contractor in respect of the Works, the Project Works and/or related construction activities (within the meaning of those expressions under the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011*).

## Appendix 1

[TYPE THE PROVIDER NAME]

# Monthly Reports

---

[Type the document subtitle]

**Insert Date**

This template should be used for all monthly reports submitted to the Department for the above-mentioned Project.



Monthly progress reports must contain the following information:

- (a) The progress of the Project Works against the Project Execution Plan.
- (b) The Project commitment including the overall Project Budget, performance against the Project Budget, a summary report of expenditure for the relevant month, expenditure for the relevant month against the Project Budget, current month and total Project cash flow.
- (c) If applicable:
  - an explanation for the Project not being in conformity with established timelines or not achieving any Milestone by its Milestone Date; and
  - identification of strategies to return the Project to conformity with established timelines; and
  - risk mitigation strategies in relation to any delays.
- (d) Progress against milestones set out in:
  - a) the Project Execution Plan; and
  - b) under the Capital Funding Agreement or this Delivery Kit (including as applicable - Milestones).
- (e) Start date for Project Works – (only required once) (in the case of Separable Portions - only required once for each Separable Portion).
- (f) Date for Slab completion (or each slab, if more than one).
- (g) Forecast date of achieving Practical Completion.
- (h) Whether or not a dwelling certificate of occupancy has issued, and the date thereof (and in the case of more than one dwelling – report on each separately).
- (i) Information detailing how the Works meet Minimum Design Requirements (only required once at tender stage for the Building Contract).
- (j) Employment data including:
  - i) total number of people employed; and
  - ii) delivery against the Training Policy, if applicable.
- (k) Photographs showing the progress of the Project Works that allow the Department (in its reasonable opinion) to assess the Payment Claim for the relevant month and progress against the Project Execution Plan.
- (l) The existence or likely existence of any significant delays or disputes on the Project or under the Building Contract.
- (m) Project risk register.
- (n) Any other matter relating to the delivery of the Project.

- (o) Such other information as the Department notifies that it considers necessary or desirable.

Progress against milestones (including Milestones) set out in the Project Execution Plan

Start date for Project Works (**only required once**)

Date Slab completed (if multiple slabs to be laid on the site for multiple dwellings, report on each slab separately)

Employment data including: total number of people employed and delivery against the Training Policy (if applicable) (<https://desbt.qld.gov.au/training/employers/trainingpolicy>)

Project commitment (include explanations (if applicable) for: Project on track, reasons the Project is delayed; and identification of strategies to get the Project back on track – if applicable)

Forecast date of achievement of Practical Completion

Photographs showing the progress of the Project Works that allow the Department (in its reasonable opinion) to assess the Payment Claim for the relevant month and progress against the Project Execution Plan

Details of any other matters relating to the delivery of the Project

Authorised representatives of (Insert Company name) – project:

Signed  
Name  
Position  
Date

Signed  
Name  
Position  
Date

Signatories please note: **Monthly progress reports must be signed by duly authorised officer(s) of the Provider prior to submission. Unauthorised signatories or incomplete information may not be accepted and/or questioned further, prior to payments being made, by the Department.**

## Tender Stage only

(This report should contain information detailing how the Works meets Minimum Design Requirements).

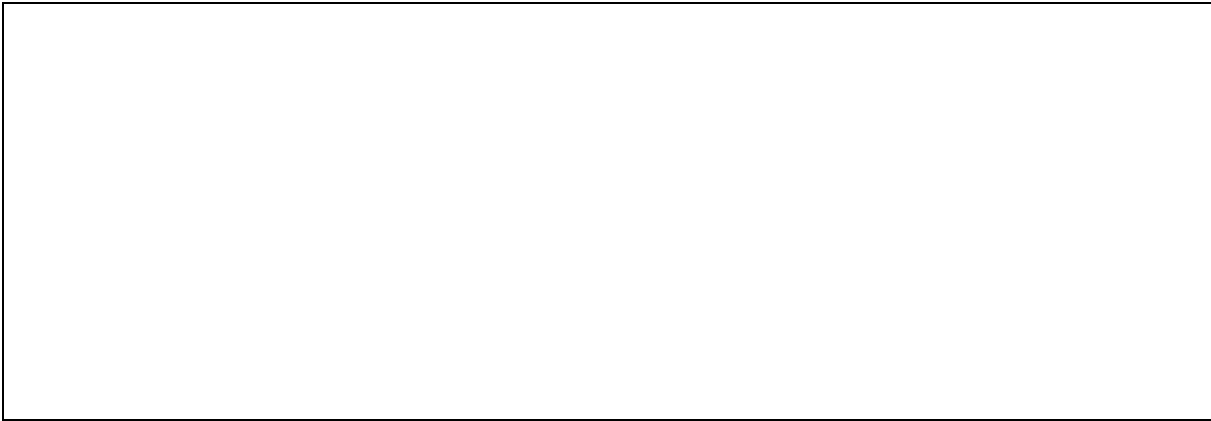
Brief report on the proposed design, including comments on site analysis, services, orientation, prevailing breezes, adjoining neighbour influences, likely consequences of soil conditions, and any other relevant issues:

A large, empty rectangular box with a thin black border, intended for a detailed report on the proposed design. It occupies the central portion of the page.

### Cost Planning and Budget Control

A large, empty rectangular box with a thin black border, intended for information on cost planning and budget control. It is located below the design details section.

Floor plans, sections and elevations, and Site Plan (please attach copies to report)



Preliminary indication of materials and colours



Preliminary external Works drawings (please attach copies to report)



Describe how the Works meet the Minimum Design Requirements.

Include descriptions relating to the fitting of energy efficient lighting in accordance with the Queensland Development Code ([Queensland Development Code](#) | [Business Queensland](#))

Details of the fitting of energy efficient hot water systems

## Appendix 2



Queensland  
Government

# Project Management Brief for Capital Grant Works Projects

Developed by the Department of Communities, Housing and Digital Economy,  
through Housing and Homelessness

Version 9

Approved by:  
Executive Director, Programs  
Department of Communities, Housing and Digital Economy

October 2019



## Background

The Department will provide funding for Social Housing Projects with all Projects to be completed within the specified timeframe outlined in the Capital Funding Agreement.

This Project Management Brief is for the provision of professional services, related to the role of the Project Manager for Projects that are fully or partially funded by a capital grant from the State.

### 1. Definitions and interpretations

#### 1.1. Definitions

In this Project Management Brief the following words have the following meanings unless the context otherwise requires:

- (a) **"Client Organisation"** means the client organisation engaging the Project Manager for the performance of the Services. The Client Organisation is referred to as the Provider in the Delivery Kit;
- (b) **"Delivery Kit"** means the "Delivery Kit For the Delivery of Capital Grant Funded Construction Projects";
- (c) **"Capital Funding Agreement"** has the same meaning as in the Delivery Kit, and includes the Delivery Kit;
- (d) **"Letter of Acceptance"** means the written communication by which the Client Organisation accepts the Project Manager's fee proposal for the performance of the Services;
- (e) **"Letter of Invitation"** means letter of invitation issued to the Project Manager by the Client Organisation to submit a fee proposal for the performance of the Services;
- (f) **"Project Management Brief"** means this document and any related documents concerning the Project issued by the Client Organisation to the Project Manager for the purpose of obtaining the Project Manager's fee proposal, and which describes the Services to be performed by the Project Manager for the Project;
- (g) **"Project Milestones"** means the milestones in the Project Execution Plan approved by the Department and the Milestones in the Capital Funding Agreement; and
- (h) **"Services"** means the project management services required to be performed by the Project Manager pursuant to the Project Management Agreement including this Project Management Brief.

#### 1.2. Expressions Defined in the Delivery Kit or Capital Funding Agreement

Unless the context otherwise requires, an expression or term used in this Project Management Brief which is not defined herein but is defined in either the Delivery Kit or Capital Funding Agreement, will carry the meaning assigned to that expression or term in either or both of those documents.

### 1.3. Interpretations

Unless the context otherwise requires:

- (a) words indicating the singular include the plural and words indicating a gender include other genders;
- (b) 'includes' means includes without limitation;
- (c) reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it; and
- (d) the headings in this Project Management Brief are included for convenience only and do not affect the interpretation of the Project Management Brief.

## 2. Project Objectives

2.1. In the delivery of Services, the Project Manager must work with the Client Organisation to achieve the following objectives:

- (a) ensure the successful delivery of the Project within the timeframes including those set out in the Capital Funding Agreement;
- (b) ensure that Project Works progress in accordance with the Project Milestones;
- (c) ensure the successful delivery and completion of the Project within the Project Budget;
- (d) ensure:
  - i) cost effective and efficient building designs in accordance with the Minimum Design Requirements and other design requirements of the Delivery Kit;
  - ii) adherence to the Department's design standards and product specifications to achieve value for money in capital and ongoing costs without compromising best practice standards;
  - iii) completion of the of the Project in accordance with the Approved Design; and
- (e) develop and maintain a suitable communication and consultation process for the design, development, construction and completion of the Project, and to communicate Project objectives to the relevant stakeholders.

## 3. Project Manager Requirements

- (a) Quality Assurance system

The Project Manager must have an established quality assurance system that ensures consistent production and delivery of the Services. The Project Manager's quality assurance system must be ISO 9001 Quality Assurance Certified by a third party, or so certified under an equivalent quality assurance standard approved by the Department, unless the Department otherwise agrees.

- (b) Whole of Government Capital Works Management Framework

The Project Manager is required to utilise as a guide the whole of Government procedures and work processes outlined in the Capital Works Management

#### 4. Responsibilities

4.1. The Project Manager is responsible for the management of each of the following stages:

- General (as set out in section 4.2 of this Project Management Brief);
- design of the Works;
- tender for the Building Contract;
- the undertaking of the Project Works; and
- defects liability period under the Building Contract and the Defects Liability Period under the Delivery Kit.

4.2. General

The Project Manager must:

- (a) carry out all the functions of the Project Manager as set out in, and in accordance with, the Delivery Kit;
- (b) within twenty (20) Business Days of engagement, prepare, obtain the Client Organisation's endorsement (before submission to the Department) and submit to the Department for approval a Project Execution Plan that sets out all relevant timeframes (including the achievement of Milestones) and that includes the following:
  - schedule with Project Milestones and schedule management consistent with the timeframes set out in the Capital Funding Agreement, including providing for site preparation, forecast commencement date for the Project works, slabs and footings, framing, roof, brickwork or cladding, fit-out, landscaping and external works and the Milestone Date for Practical Completion;
  - Project Budget and cost management;
  - environmental management;
  - adherence to departmental design standards and product specifications and the Minimum Design Requirements;
  - the tender and procurement process for the Building Contract;
  - risk management;
  - the Training Policy; and
  - scope change or variation process.

Updated versions of the Project Execution Plan will be required where there has been an approved change to scope, Approved Design, Project Budget and any Project Milestone that impacts on overall Project delivery. The Project Execution Plan is a live document and should be prepared as such;

- (c) monitor the Builder's adherence to the Approved Design and use its best endeavours

to ensure the Builder's adherence to the Approved Design , and alert the Client Organisation in writing if it appears that the required scope of work for the Approved Design cannot be delivered within the Project Budget or Project Milestones and seek direction on the course of action to be followed from the Department;

- (d) comply with the requirements for obtaining consents, approvals and endorsements from the Department, as applicable, of the design and other documents and matters Department as specified in the Delivery Kit;
- (e) ensure that any:
  - i) variations proposed by the Project Manager or the Client Organisation to the Project, the Project Budget or the Approved Design are approved in writing by the Department in accordance with the Delivery Kit before any action is undertaken; and
  - ii) any variation so approved is to be incorporated into the Project Execution Plan;
- (f) meet regularly with the Department (or their nominated representative) as determined between the Project Manager and the Department to report on progress of all parts of the Project;
- (g) prepare monthly reports on progress of the Project on behalf of the Client Organisation in accordance with the Capital Funding Agreement and the Delivery Kit;
- (h) obtain the endorsement of the Client Organisation for each monthly progress report, following which the Project Manager must submit the report for each month to the Department by the 5<sup>th</sup> Business Day of the following month;
- (i) provide written advice to the Client Organisation of any existing or new conflict of interest associated with the appointment to this commission or any conflict of interest that arises; and
- (m) ensure the following documents have been obtained in relation to the Property and are up to date:
  - i) current title search;
  - ii) current site survey;
  - iii) current native title search;
  - iv) current infrastructure searches for local road works, the widening of roads, overlays etc.; and
  - v) current independent valuation.

#### 4.3. Designs

The Project Manager must:

- (a) ensure the designs, the Works and the Project comply with the Minimum Design Requirements;
- (b) ensure so far as reasonably practicable cost-effective land use, land development and production techniques are undertaken and that product outcomes for the Project

are of high quality;

- (c) investigate and report on town planning requirements, other statutory requirements, and availability and capacity of services. Any change to the scope of the Project or to any Approved Design required in consequence of investigations must be approved in writing by Department before being adopted and applied to the Project;
- (d) in consultation with the Client Organisation, arranging, managing and co-ordinating the preparation of designs for the Works;
- (e) ensure all designs and associated documents are submitted to the Client Organisation for approval;
- (f) ensure all final designs and associated documents approved by the Client Organisation are submitted to the Department for assessment and approval in accordance with the Delivery Kit;
- (g) ensure any comments and requirements raised by the Department in the assessment of submitted designs are addressed in the designs and associated documents and that those updated design and associated document are resubmitted to the Department for assessment and approval in accordance with the Delivery Kit;
- (h) not make any significant alterations to an Approved Design, without the written authority of the Client Organisation and the approval of the Department as required by the Delivery Kit;
- (i) obtain the Client Organisation's endorsement and the Department's approval of the designs, associated documents and cost estimate (in relation to variations) before allowing the Builder to proceed with Project Works;
- (j) manage delivery of design in compliance with the Project Execution Plan;
- (k) ensure the drawings, plans and any other necessary documentation required for the Works are developed to a level of detail suitable for construction; and
- (l) ensure that all appropriate approvals, assessments and certifications are obtained from local government, certifiers and other relevant statutory and utility or service authorities as required by the Delivery Kit.

#### 4.4. Tender for the Building Contract

The Project Manager must for the tender process for the Building Contract:

- (a) prepare tender documentation for the Building Contract, which must include the fully documented Approved Design for the Works (sufficient for a construct only or a design and construct contract, as applicable) and otherwise ensuring the Works are comprehensively described;
- (b) review the form of Building Contract the Client Organisation proposes to use, or develop a form of Building Contract on behalf of the Client Organisation, and ensure an appropriate Form of Contract is used and that appropriate amendments are made to that Form of Contract to make sure it meets the requirements of the Delivery Kit and is suitable for the Works and the Project;
- (c) ensure the Building Contract includes a requirement that the Builder and the

Builder's sub-contractors comply with the Training Policy if the Project is defined as an eligible project under the Training Policy;

- (d) include the form Building Contract in the tender documents;
- (e) ensure the conditions of tendering terms include all the terms, and tender documentation includes all the documents and information, required by the Delivery Kit
- (f) include in the tender documents:
  - i) details of the requirement for successful tenderer to prepare a construction management plan (environmental) for various aspects of the Project Works and the Works to manage environmental impacts; and
  - ii) require the successful tenderer to undertake to comply with all legislation including the BIF Act;
- (g) seek endorsement of tender documents by the Client Organisation and submit the of tender documents, including the proposed form of Building Contract, to the Department for review and endorsement as required by the Delivery Kit ;
- (h) advertise the tender appropriately;
- (i) assess tenders received;
- (j) prepare a tender report as required by the Delivery Kit;
- (k) recommend a Preferred Tenderer, which must be endorsed by the Client Organisation, for submission to the Department for endorsement, as required by the Delivery Kit;
- (l) ensure that a detailed financial performance and credit assessment has been undertaken that shows a tenderer is capable of performing and completing the Works before recommending that tenderer to be the Preferred Tenderer; and
- (m) undertake any other steps or functions required of the Project Manager in relation the Building Contract tender process as set out in the Delivery Kit.

#### 4.5. Project Works

The Project Manager must:

- (a) provide the Department with a copy of the Building Contract within five (5) Business Days of the execution of the Building Contract;
- (b) provide the Department with an updated Project Execution Plan within five (5) Business Days of the execution of the Building Contract;
- (c) perform all functions and duties of the Project Manager for the Project Works as set out in, and in accordance with, the Delivery Kit;
- (d) act as 'superintendent' under the Building Contract (or any similar position where the Building Contract uses a term other than 'superintendent') and administer the Building Contract in accordance with its terms;
- (e) ensure that the Project Milestones are achieved by the target dates and Milestone

Dates nominated in the Project Execution Plan;

- (f) provide before and after photographs of construction milestones, including Milestones;
- (g) periodically inspect the Works to ensure adequate quality of materials and workmanship and compliance with the Building Contract;
- (h) confirming the following to the Department:
  - i) when practical completion has been achieved and certified under the Building Contract, including providing copies of all certificates of practical completion issued under the Building Contract;
  - ii) that the certification of practical completion under the Building Contract was performed in accordance with the terms of the Building Contract; and
  - iii) when the Project has been handed over by the Builder to the Provider; and
- (i) within 3 Months of achievement of Practical of the Works and again within one month after the expiry of the Defects Liability Period, review and certify that the information in the acquittal and final acquittal for the Project prepared by the Client Organisation pursuant to clause 15.3 of the Delivery Kit is complete, accurate and otherwise in accordance with, the Delivery Kit.

#### 4.6. Corrective Action

If it appears to the Project Manager that any of the Project Milestones are likely not to be achieved by the relevant target date or Milestone Date for that Project Milestone, the Project Manager must:

- (a) advise the Client Organisation accordingly; and
- (b) recommend corrective action to enable subsequent target dates and Milestone Dates to be met.

After endorsement of corrective action by the Client Organisation, the Project Manager must advise the Department of the relevant target date or Milestone Date, the delay issues involved and the proposed corrective action.

#### 4.5 Defects liability period

The Project Manager must:

- (a) continue to project manage the Project until the completion of the Defects Liability Period and until a Final Certificate has been issued and final acquittal has been submitted, all as required by, and in accordance with, the Delivery Kit;
- (b) inspect the Works during the Defects Liability Period and ensure that the Builder (or another builder, where approved in writing by the Department in accordance with clause 15.1(d) of the Delivery Kit) rectifies any omissions or defects that may appear;
- (c) carry out a final inspection prior to the expiry of the Defects Liability Period and arrange for the Builder to make good any remaining omissions and defects; and

- (d) assess when a Final Certificate is due pursuant to the Delivery Kit and when that has occurred, issue a Final Certificate as required by, and in accordance with, the Delivery Kit.



## Appendix 3

### LETTER OF INVITATION

***Project Manager  
Firm  
Postal Address***

**Insert Date**

Dear Sir/Madam,

#### **Invitation for Proposal**

**For proposed (*insert your Project description – e.g. 8 x 1-bedroom Seniors Units*)  
At (*insert the address of the Property*)**

You are hereby invited to submit a proposal to provide Project Management Consultancy Services in accordance with the attached *Schedule A, Project Management Brief, Delivery Kit for the Delivery of Capital Grant Funded Construction Projects (Delivery Kit) and terms of the Project Management Agreement.*

Your proposal should include:

- Your standard 'Company Profile';
- A brief statement outlining your firm's suitability for the Project (information provided in the Company Profile need not be repeated), however it should make specific reference to:
  - previous projects undertaken that would demonstrate capacity and suitability for this Project;
  - the skills and resources available to undertake the required services in a professional and timely manner; and
  - any other information that would enhance an understanding of your suitability for the Project;
- Confirmation that the services can be provided in accordance with the Project Management Brief, Schedule A and the Delivery Kit;
- Nomination of an authorised member of your firm who will provide the required services if your proposal is successful;
- List of sub-consultants you intend to engage (if any) as part of your team for this Project;
- Acceptance of the required services contained in the Project Management Brief, the attached Schedule A and the Delivery Kit;
- Details of your public liability and professional indemnity insurance policies; and
- Lump sum fee proposal (in form of the Fee Schedule below), stating fees for all stages and disciplines, which fees must cover all estimated disbursements - no additional amounts over and above the lump sum fee will be paid for disbursements.

**FEE SCHEDULE (Lump sum fees)**

<b>DISCIPLINE</b>	<b>Schematic Design</b>	<b>Developed Design</b>	<b>Contract Documentation</b>	<b>Contract Administration</b>	<b>TOTAL Incl. GST</b>
Project Manager					
Sub-consultants (show each discipline separately)					
<b>TOTAL</b>					

Other proposals are being sought for this Project. No contractual relationship will exist between your firm and our organisation until a formal Project Management Agreement has been executed by both parties.

Your proposal should be forwarded to (insert Name of Organisation) by delivery or mail, not facsimile or email, so as to be received by (insert time) on (insert date).

Proposals which are hand delivered should be given to (insert name and address of the Provider).

Proposals received after (insert date) may not be considered for the project.

If you require any further information please do not hesitate to contact ... .. on telephone ... ..

Yours faithfully,

Name of Authorised person  
 Position of Authorised person  
 Name of the Provider

# SCHEDULE A

Client Organisation:  
(must be the Legal Entity)

Client Organisation's Street Address:

Client Organisation's Postal Address (if different from above):

Client Organisation's Authorised Contact Person:

Description of Project:

Address of the Project:

Real Property Description:

Title Reference:

Total Cash Budget for the Project:  
(This is to include the Funding and the Provider's contributions (including Minimum Provider Contribution, approved accrued State's surplus) set out in the Capital Funding Agreement. This is also to include a breakdown of cost activities)

Non-cash (in-kind) contributions:

Disability Requirements:

Scope of Project: (including any special requirements)  
(e.g. – site surveys or geotechnical surveys)

Invoices to be submitted:

Public Liability Insurance coverage required:

Professional Indemnity insurance coverage required:

Period during which Public Liability and Professional Indemnity Insurance is to be maintained:

## Appendix 4

### LETTER OF ACCEPTANCE

**Attention:** *(insert name of Project Manager's nominated person)*

**Project Manager's Firm name**

**Postal Address**

**Date**

Dear Sir/Madam

Acceptance of Proposal

**For proposed** *(insert your Project description)*

**At** *(insert address of your Property)*

I am pleased to advise that your proposal for the Project Management consultancy services on the above Project is hereby accepted.

We will shortly forward to you the Project Management Agreement for execution by your firm. Upon receipt, please promptly have your firm execute the agreement and return it to us for execution by our organisation.

No contractual relationship will exist between your firm and our organisation until the formal Project Management Agreement has been executed by both parties.

Please note that as part of your commission you will be required to liaise directly with the Department of Communities, Housing and Digital Economy, in relation to this Project.

I look forward to your participation and successful completion of this Project.

Yours faithfully,

Name of Authorised Officer

Position of Authorised Officer

Name of Provider

## Appendix 5

### LETTER FOR UNSUCCESSFUL PROPOSALS

**Attention:** (*insert name of Project Manger's nominated person*)

**Project Manager's Firm name**

**Postal Address**

**Date**

Ref: Insert your Project Description and address of your Property

Thank you for the consultancy proposal that your organisation submitted for the above Project.

Unfortunately, in this instance your proposal was not successful. I would thank you for your time in submitting this proposal for our consideration. If you would like to seek feedback, please do not hesitate to contact .... on .....

Yours faithfully

Name of Authorised Officer

Position of Authorised Officer

Name of Provider

## Appendix 6



### ACQUITTAL OF CAPITAL GRANT FUNDING

Provider's Full Legal Name	
Contact Person	
Job Title	
Telephone	
Email Address	
Project Reference Number	

Two (2) members of the Provider's management committee must complete the details below:

On behalf of the Provider, we hereby certify that:

- The Provider has recorded and retained original invoices and receipts and expended the grant amounts detailed in the acquittal documentation in relation to the funding received from the Queensland Government, in accordance with the agreed terms and conditions of the Provider's Capital Funding Agreement with the Department of Communities, Housing and Digital Economy; and
- **Proof of payment (i.e. Invoices, receipts) for all eligible costs detailed in this acquittal associated with approved project are attached.**

Please note this information may be shared with other funding agencies to ensure there is no duplication of claims.

We acknowledge that financial records related to this Funding must be kept for a minimum of seven (7) years. We also acknowledge that the Department may audit the Provider's records to verify the accuracy of the information contained in this acquittal documentation.

Name	
Position	
Signature	
Date	

Name	
Position	
Signature	
Date	



Queensland  
Government

Department of  
Housing and Public Works

## ACQUITTAL OF CAPITAL GRANT FUNDING

Name of Provider:

Project address:

Capital grant acquittal:

- Interim Acquittal – this acquittal is due within 3 months after Practical Completion.
- Final Acquittal – this acquittal is due within one month after expiry of the Defects Liability Period (Final Completion).

**Funding:**  
**Inclusive**

**GST Exclusive**

**GST**

Total approved:

\$

\$

**Income:**

Contributions by Provider: (cash or surplus) \$

\$

Capital Grant advanced to Provider

\$

\$

**Total**

**(a) \$**

**\$**

**Summary (as per attachments):**

**Total Net Outlay (b-c)**

1. Property:

\$ \_\_\_\_\_

2. Construction costs:

\$ \_\_\_\_\_

3. Project management:

\$ \_\_\_\_\_

4. Statutory charges:

\$ \_\_\_\_\_

5. Professional fees:

\$ \_\_\_\_\_

6. Other (disability modifications, fire safety etc):

\$ \_\_\_\_\_

**Total net outlay**

**(d) \$ \_\_\_\_\_**

**Net amount (a) minus Total Net Outlay (d)**

**\$ \_\_\_\_\_**

- Excess amount**  
 **Shortfall amount**

**Attachment 1 – Property**

Supplier	Cost Inclusive of GST (b)	GST Paid to ATO	GST claimable from ATO # (c)	Net Out-of-Pocket Cost (b) - (c)
<b>Totals</b>				

**Notes:**

- # The GST you may claim back should be itemised in your suppliers' invoices – CHECK WITH YOUR ACCOUNTING ADVISER
- The Tax Invoice will include a GST gross-up amount that may be claimed back from the ATO – CHECK WITH YOUR ACCOUNTING ADVISER



**Attachment 2 – Construction**

Supplier	Cost Inclusive of GST (b)	GST Paid to ATO	GST claimable from ATO # (c)	Net Out-of-Pocket Cost (b) - (c)
<b>Totals</b>				

**Notes:**

- # The GST you may claim back should be itemised in your suppliers' invoices – CHECK WITH YOUR ACCOUNTING ADVISER
- The Tax Invoice will include a GST gross-up amount that may be claimed back from the ATO – CHECK WITH YOUR ACCOUNTING ADVISER

**Attachment 3 – Project Management**

Supplier	Cost Inclusive of GST (b)	GST Paid to ATO	GST claimable from ATO # (c)	Net Out-of-Pocket Cost (b) - (c)
<b>Totals</b>				

**Notes:**

- # The GST you may claim back should be itemised in your suppliers' invoices – CHECK WITH YOUR ACCOUNTING ADVISER
- The Tax Invoice will include a GST gross-up amount that may be claimed back from the ATO – CHECK WITH YOUR ACCOUNTING ADVISER

**Attachment 4 – Statutory charges**

Supplier	Cost Inclusive of GST (b)	GST Paid to ATO	GST claimable from ATO # (c)	Net Out-of-Pocket Cost (b) - (c)
<b>Totals</b>				

**Notes:**

- # The GST you may claim back should be itemised in your suppliers' invoices – CHECK WITH YOUR ACCOUNTING ADVISER
- The Tax Invoice will include a GST gross-up amount that may be claimed back from the ATO – CHECK WITH YOUR ACCOUNTING ADVISER

**Attachment 5 – Professional Fees**

Supplier	Cost Inclusive of GST (b)	GST Paid to ATO	GST claimable from ATO # (c)	Net Out-of-Pocket Cost (b) - (c)
<b>Totals</b>				

**Notes:**

- # The GST you may claim back should be itemised in your suppliers' invoices – CHECK WITH YOUR ACCOUNTING ADVISER
- The Tax Invoice will include a GST gross-up amount that may be claimed back from the ATO – CHECK WITH YOUR ACCOUNTING ADVISER

**Attachment 6 – Other (disability modifications, fire safety etc):**

Supplier	Cost Inclusive of GST (b)	GST Paid to ATO	GST claimable from ATO # (c)	Net Out-of-Pocket Cost (b) - (c)
<b>Totals</b>				

**Notes:**

- # The GST you may claim back should be itemised in your suppliers' invoices – CHECK WITH YOUR ACCOUNTING ADVISER
- The Tax Invoice will include a GST gross-up amount that may be claimed back from the ATO – CHECK WITH YOUR ACCOUNTING ADVISER