



CATHOLIC ARCHDIOCESE OF MELBOURNE

**DIOCESAN BUILDING MANAGEMENT
ADVISORY SERVICE**

(DBMAS)

PROJECT REQUIREMENTS

NOTES FOR ARCHITECTS AND BUILDING DESIGNERS

1. **BUILDING DESIGN SERVICES AGREEMENT (BDSA)**

1.1 The Planning, Building and Finance Committee (PBFC) require that the Roman Catholic Trusts Corporation for the Diocese of Melbourne BDSA be adopted as the form of Agreement for the appointment of Architects and any other Building Designers.

No other form of agreement will be recognised by the Roman Catholic Trusts Corporation for the Diocese of Melbourne (RCTC).

Please note; the RCTC is the legal entity for the execution of all agreements/contracts.

1.2 The total fee applicable under Schedule 3 of the BDSA shall be contained within the following range (Note, this fee includes all sub consultants):

- Cost of works less than \$1,000,000 – up to 12% maximum
- Cost of works \$1,000,000 to \$5,000,000 – up to 10% maximum
- Cost of works greater than \$5,000,000 – up to 8% maximum

1.3 The Architect shall prepare the BDSA and arrange for signing by the relevant Authorities prior to the commencement of any design work.

1.4 Copy of the signed BDSA is to be forwarded by the Architect to the DBMAS.

2. **PLANNING PERMIT**

2.1 Where a Planning Permit is required, under no circumstances shall any agreements be entered into with Municipal Authorities without the prior consent of RCTC, (e.g. S173 Agreements, works external to RCTC site, etc.)

For new sites, under no circumstances shall an application be submitted to Council without prior approval by the PBFC.

Architect shall consult with the DBMAS prior to lodgement of Planning Permit applications.

2.2 Following issue of Planning Permit Approval, the Architect shall forward a copy of the stamped Planning Permit to the DBMAS and advice of any special conditions forming part of the permit.

2.3 Planning Permit requirements that impact on the cost of the project are to be incorporated within the project budget.

3. SCHEMATIC DESIGN STAGE

3.1 Existing Services

Architect and his sub-consultants shall undertake all necessary investigations to determine the adequacy of all existing site services in relation to the new works.

Architect is to incorporate within the project budget any costs associated with the upgrade or provision of new site services as may be required for the project and allow for future stages that are part of the overall master-plan for the site.

3.2 Project Budget

Architect is to prepare project costs estimates and obtain written approval of the project budget from the Client, prior to proceeding with any further documentation as per BDSA requirements.

All relevant forms within the BDSA shall be completed and forwarded to DBMAS.

3.3 Schematic Design Documents

Architect shall forward to DBMAS copy of all documents including “project brief” specification in electronic format CAD and an A3 size hard copy of drawings, together with the project cost estimate as per BDSA Annexure 2.

Note: This is required additional to any other requirements by Authorities from the Catholic Education Office or Catholic Capital Grants.

4. TENDER DOCUMENTS

The Architect shall ensure that the Tender documents include the following:-

4.1 Contract

For all capital works projects undertaken, the contract to be used shall be the RCTC Building Works Agreement. Contract is available from RygbyCooke Lawyers.

Refer to Appendix A - “*Information for Tenderers*”. This document must form part of the tender documents.

4.2 Site allowances

Tenders are to allow for adequate provisions to cover any Site allowances, attraction rates, disability rates or other non-award claims and payments.

4.3 Hazardous Materials

Where works consists of refurbishment, additions or alterations to existing buildings, asbestos or any other hazardous material audit shall be carried out and included as part of the Tender documents. Adequate provision shall be made for removal or handling of hazardous materials as may be required.

4.4 Insurances

The Proprietor shall be responsible for insurance of the Works (contract clause 16).

The Contractor shall be responsible for all other insurances required under the terms of the contract

4.5 Occupational Health and Safety

The tender documents shall specify that the Builder has the responsibility for safety issues under the building contract. Prior to commencing work, the builder is required to provide an occupational health and safety plan that must be complied with throughout the project. The plan should comprehensively address the Builder’s procedures for occupational health and safety matters, including safe work systems, incident reporting, plant maintenance and operations, worker training and emergency procedures.

4.6 Lodgement of Tenders

Tenders are to be submitted in a sealed envelope marked with the name of the project and lodged in the Tender Box located at the front Reception area of:

**Cardinal Knox Centre
383 Albert Street
East Melbourne, 3002.**

Facsimile or late tenders shall not be accepted.

5. SELECTION OF CONTRACTORS FOR TENDERING

5.1 Architect shall comply as follows:-

- a) Advertise for “registration of interest” from suitably qualified contractors in the Tender column of “The Age” newspaper and any other regional newspaper that may be relevant.
- b) Consult DBMAS for the selection of at least six (6) contractors that are to be invited for tendering.
- c) Carry out all necessary investigations of selected tenderers to ascertain that they have adequate resources to undertake the works and are financially sound.

6. PRE - TENDER STAGE

6.1 Pre Tender Cost Estimate

The Architect shall arrange and pay for the pre tender estimate (Cost Plan D) to be prepared by a suitably qualified Quantity Surveyor.

6.2 Tender Documents

Architect shall forward to the DBMAS a complete set of tender documents including specification in electronic format and an A3 size hard copy of all tender drawings together with the pre tender cost estimate as per BDSA Annexure 4.

6.3 Tender List

The Architect shall forward to the DBMAS notification of final tender list and tender closing date/time.

7. TENDER STAGE

7.1 Tender Period

The tendering period shall be at least fifteen (15) working days.

7.2 Tender addendum

Architect shall forward to the DBMAS copies of any tender addendum that may be issued.

7.3 Closing of Tenders

Tenders are to close at the DBMAS office:

**Cardinal Knox Centre
383 Albert Street
East Melbourne.3002**

7.4 Opening of Tenders

Tenders shall be opened by a panel consisting of Architect, Client, CEO Representative (for school projects only), and DBMAS Building Advisor. Architect shall arrange appropriate date and time with all representatives.

7.5 Late Tenders

or Facsimile Tenders will not be accepted.

8. POST TENDER STAGE

8.1 Compliance of Tenders

The Architect shall examine all tenders and clarify any matters that may arise, e.g. tender qualifications and compliance, substitution of specified materials, etc.

8.2 Compliance with Contract Conditions

Any tenderer wishing to alter the contract conditions will not be accepted.

8.3 Tender Results

Where tender results are in excess of the approved budget estimate, the Architect shall provide the Client and DBMAS with a report as to why this has occurred and recommendations to comply with the approved budget.

8.4 Post Tender Negotiations

Where negotiations are entered into with the lowest tenderer in regard to achieving 'savings' by deleting, altering or substituting part of the works, *the Architect shall forward all such details to the DBMAS.*

8.5 Tender Recommendation

The Architect shall forward to the Client and DBMAS his tender recommendation within 14 days of tender opening.

9. CONTRACT SIGNING STAGE

9.1 Approvals

The Architect shall confirm with the DBMAS that all approvals are in place, prior to advising the successful contractor that he is to be awarded the Contract.

The Client shall not enter into any building works contract until the "Letter of Approval" from His Grace the Archbishop has been issued.

9.2 Contract Signing

The Architect shall prepare Contract documents and arrange with both Client and DBMAS for an appropriate signing appointment with the Contractor.

9.3 Contract Appendix

The Architect shall forward to the DBMAS a copy of the signed Contract Appendix.

10. CONSTRUCTION STAGE

10.1 Commencement of Works Notification

The Architect shall notify DBMAS of proposed commencement date by the Contractor and arrange in consultation with DBMAS, date and times for fortnightly site meetings.

10.2 Prior to the commencement of works

Architect shall ensure that all contract requirements are in place (e.g. Bank Guarantees, Insurances), prior to commencement of works. Note that Contract Works insurance is by Proprietor, Architect shall arrange through Client.

10.3 Monthly Project Reports

The Architect shall prepare monthly progress and financial reports. Copies are to be forwarded to the Client and DBMAS.

10.4 Project Cost Variations

For all project variations that will incur additional cost, the Architect shall advise the DBMAS prior to issue of acceptance notice to the Contractor.

10.5 Occupational Health and Safety

The Architect shall ensure that the Builder complies with the responsibilities mentioned previously under “Tender Documentation”.

11. PRACTICAL COMPLETION STAGE

11.1 Insurance

The Architect shall ensure that the Client has arranged for appropriate “Building and Contents Cover” insurance prior to issue of Practical Completion.

11.2 Notice of Practical Completion

The Architect shall provide DBMAS with notice of Practical Completion and list of defect items (if any).

11.3 Certificate of Occupancy

Certificate of Occupancy shall be issued prior to Client taking occupation. Architect to forward copy to DBMAS.

11.4 Commissioning of Plant and Equipment

The Architect shall ensure all plant and equipment is adequately commissioned and Client is given appropriate demonstration and instructions on its operation.

11.5 As Built Documentation

The Architect is to examine and provide the Client and DBMAS with CD copy of all "as built" drawings, operation manuals and all relevant Authority Certificates and Contractors guarantees.

11.6 Essential Services

The Architect shall ensure that the Contractor maintains all Essential Services during the Defects Liability Period.

11.7 Anticipated Final Project Costs

The Architect shall provide both the Client and DBMAS with a summary of anticipated final project costs, within a 4 week period from issue date of practical completion.

12. CONTRACT COMPLETION STAGE

12.1 Notice of Contract Completion

The Architect shall ensure that prior to issuing notice of Contract completion, all defect items have been rectified and all plant/equipment is working correctly.

APPENDIX A

INFORMATION FOR TENDERERS RCTC CONTRACT REQUIREMENTS

1. CONTRACT

The Contract shall be the RCTC Building Works Agreement. This document may be viewed on the DBMAS website:

www.cam.org.au/dbmas

There shall be no amendments or alterations made to this document.

2. CONTRACT CONDITIONS

All contract conditions shall be strictly adhered to, specific attention is drawn to the following;

Security (Clause 5)

Unconditional Bank Guarantees to the value of 10% of the contract sum, to be provided in two parts: 7.5% to be released at practical completion.

2.5% to be released at final contract completion.

There are to be no expiration dates on these documents.

The Contractor shall not take occupation of site prior to providing Security.

The Contractor shall not be entitled to any payment from the Principal prior to providing Security.

Insurances

Insurance of the Works (Clause 16) – effected by Principal.

Public Liability Insurance (Clause 17) – effected by Contractor.

Contractor shall not commence works prior to insurances being effected.

Program (Clause 32)

The Contractor shall submit construction program within 14 days of the date of Contract.

Time and Progress (Clause 34)

All delay claims (EOT) and associated costs, if any, by the Contractor shall be made strictly in accordance with Clause 34.

Failure by the Contractor to strictly adhere to all requirements under Clause 34 shall deem their claim invalid.

Variations (Clause 36)

All variation claims and associated costs, if any, by the Contractor shall be made strictly in accordance with Clause 36.

Failure by the Contractor to strictly adhere to all requirements under Clause 36 shall deem their claim invalid.

Payment (Clause 37)

All payment claims by the Contractor shall be made strictly in accordance with Clause 37.

The amount claimed shall be identified in two separate parts:

Part A – the amount claimed for major subcontractors and suppliers.

Part B – the balance amount of the claim after Part A has been accounted for.

The Principal shall have no obligation to make further payments to the Contractor, unless the Contractor has provided satisfactory evidence of payment in relation to Part A.

Provisional Sums (Clause 3)

All monetary allowances, including Contingency Sum and Prime Cost Items form part of the Provisional Sums.

The Contingency Sum shall allow for all Latent conditions (Clause 25), and all other items, whether seen or unforeseen, deemed necessary for the execution of WUC, including but not limited to:

Excavation in bad ground

Excavation in rock

Crushed rock filling

Lean mix concrete

Cement stabilized sand filling

Existing underground services

Omissions and/or errors in tender/contract documents

Removal of hazardous materials

All monetary claims by the contractor in relation to Provisional Sums shall be made in accordance with Clause 3.

The percentage specified in Item 12 shall apply only to the amount which exceeds the aggregate total of all provisional sums.

Practical Completion

Occupation by the Principal of WUC areas does not constitute practical completion.

WUC shall be deemed to have reached practical completion stage only when all requirements as defined under Clause 1 – practical completion have been satisfied.

Defects Liability (Clause 35)

The Contractor shall attend to the rectification of all defects in accordance with the Superintendent's directions, including commencement and completion dates.

Failure by the Contractor to comply may invoke the Principal right to have the rectification carried out by others.

3. CONTINGENCY SUM

The contract shall include a Contingency Sum allowance.

Unless a higher monetary amount is specified in the tender/contract documents, the Contract amount shall include:

Contingency Sum Allowance of \$30,000.

4. RATES FOR PROVISIONAL SUMS

Tender submissions shall include rates for;

Rock removal in bulk excavations	\$ _____ m3
Rock removal in trench excavations	\$ _____ m3
Excavation in bad ground including subsequent backfilling with approved material	\$ _____ m3
Crushed rock filling	\$ _____ m3
Lean mix concrete filling	\$ _____ m3
Cement stabilized sand filling	\$ _____ m3

5. SITE MEETINGS

Site meetings shall be held at fortnightly intervals throughout the entire duration of WUC up to practical completion stage.

Representatives from Contractor, Superintendent and Principal shall attend site meetings.

The Contractor shall provide suitable facilities for conducting site meetings.

Site meeting minutes shall be taken by the Superintendent and distributed to all relevant parties within 7 days of meeting.

The standard RCTC site meeting minutes template shall be adopted for all site meeting minutes – refer to Appendix B.

APPENDIX B

ROMAN CATHOLIC TRUSTS CORPORATION FOR THE DIOCESE OF MELBOURNE

RCTC BUILDING WORKS AGREEMENT SITE MEETING MINUTES

Project	
Meeting No.	
Venue	
Date of Meeting	
Time of meeting	

Attendees			
Name	Company	Contact No.	Email Address
Apologies			

1.0 CONTRACT SUMMARY			
1.1 Contract Amount			
Signed Contract Amount	Approved Variations/Adjustments	Adjusted Contract Sum	
1.2 Construction Period			
Commencement Date	Completion Date	Approved Extension of Time (Days)	Adjusted Completion Date
1.3 Progress Payments			
Total claimed	Total certified	Total paid	Comments

2.0	OCCUPATIONAL HEALTH & SAFETY	Action	Date

3.0	ADMINISTRATIVE	Action	Date
3.1	Bank Guarantee		
3.2	Insurances		
3.3	Cash Flow		
3.4	Industrial Relations		
3.5	Existing Conditions Survey		
3.6	Working with Children Checks		
3.7	Progress Payment Claims – refer to attached summary		
3.8	Extension of Time Claims – refer to attached summary		
3.9	Variations – refer to attached summary		
3.10	RFI's – refer to attached summary		
3.11	PC / PS Adjustments – refer to attached summary		
3.12	Other		

4.0	AUTHORITIES	Action	Date
4.1	Planning Permit		
4.2	Building Permit		
4.3	Electricity		
4.4	Water		
4.5	Fire Service		
4.6	Gas		
4.7	Telephone / Data		
4.8	Other		

5.0	WORK PROGRAM	Action	Date
5.1	Current Progress		
5.2	Anticipated for Next Fortnight		

6.0	ARCHITECTURAL	Action	Date

DBMAS Project Requirements

7.0	CIVIL AND DRAINAGE	Action	Date

8.0	STRUCTURAL	Action	Date

9.0	HYDRAULICS		

10.0	ELECTRICAL	Action	Date

11.0	MECHANICAL	Action	Date

DBMAS Project Requirements

12.0	GENERAL BUSINESS	Action	Date

Meeting Closed	
Next Meeting	

RCTC BUILDING WORKS AGREEMENT

PROJECT:

Site meeting No:

PC /PS ADJUSTMENTS

Item	Contract Amount	Date Required	Quotes Received			Amount Approved	Date Approved	Adjustment
TOTAL								