

PART P10**PROFESSIONAL SERVICES PRELIMINARIES****CONTENTS**

1. GENERAL
2. QUALITY MANAGEMENT
3. HOLD POINTS
4. PROJECT COORDINATION
5. DELIVERABLES
6. DUTIES OF DESIGNER
7. HOLD POINTS

1. GENERAL

- .1 This part specifies general requirements for a Professional Services Contract.
- .2 "**Controlled Document**" means a *Document* which is controlled in accordance with AS 9001 Clause 4.2.3 "Control of documents".
- .3 The following documents are referenced in this Part:
 - (a) AS 9001 Quality Management Systems - Requirements.
 - (b) Work Health and Safety Regulation

2. QUALITY MANAGEMENT

- .1 The Contractor must establish, implement and maintain a Quality Management System in accordance with the requirements of AS 9001. The Quality Management System must be used throughout the duration of works to ensure that the quality of the Contractor's and any sub-contractor's *Services* complies with the Principal's and any legislative requirements.
- .2 No part of the Contractor's Quality Management System shall be used to pre-empt, preclude or otherwise negate the technical requirements outlined by the Principal. The acceptance of any part of this Contractor's Quality Management System by the Principal does not in any way relieve the Contractor of the responsibility to comply with any requirement of this Part.
- .3 Controlled Documents include any methodology or procedure required to be prepared by the Contractor. The Contractor must:
 - (a) develop, implement and comply with those Controlled Documents specified in this Part;
 - (b) ensure that a copy of the final version is provided to the Principal within the timeframes specified by the Principal (or if no timeframe is specified, at least 14 days prior to the commencement of any activity related to the relevant part of the Controlled Documents);
 - (c) update a Controlled Document immediately if it:
 - (d) does not adequately address the requirements outlined by the Principal,
 - (e) is causing non-conformity, or
 - (f) no longer reflects the current or proposed practice of the Contractor; and
 - (g) not implement any proposed amendment to a Controlled Document prior to a copy of the amendment being submitted to the Principal.
- .4 The Principal owes no duty to the Contractor to review any Controlled Document submitted by the Contractor for errors, omissions or compliance with this Part or legislation. No review of, comments upon, or notice in respect of, any Controlled Document, will lessen or otherwise affect the Contractor's liabilities or responsibilities under this *Contract* or any applicable legislation.
- .5 Any documents issued to the Contractor by the Principal must be controlled by the Contractor.

3. HOLD POINTS

- .1 This applies if a Hold Point is specified by the Principal.
- .2 A "Hold Point" is an identified point in a work-related process, beyond which the subsequent activity cannot proceed without release of the Hold Point. Unless specified otherwise, any Hold Point referenced by the Principal shall only be released by the Principal. Release of a Hold Point or failure to detect a non-conformance shall not in any way relieve the Contractor from the responsibility for the satisfactory performance or execution of the works subject to the Hold Point.

Commented [D1]: This Part is provided as an example to be used in Professional Services Contracts where a quality management system is required.

It must be used with AS 4122 and the DPTI Special Conditions of Contract for AS4122.

- .3 When a Hold Point has been reached, the Contractor must submit all relevant documentation to the Principal. Release of the Hold Point is required prior to the Contractor proceeding to the next stage of providing the *Services* dependent on that Hold Point.
- .4 If requested by the Principal, the Contractor must make a presentation of the Contractor's progress at Hold Points. The presentation will be made to a panel of the Principal's technical experts / personnel to facilitate release of the Hold Point.
- .5 The time for release of a Hold Point is determined from when all information demonstrating compliance with the Hold Point release requirements is provided to the Principal. The Principal will use its best endeavours to respond to the Hold Point within any time specified, or within a reasonable time if no time is specified. An Extension of Time will be issued for the actual time taken to release any Hold Points specified by the Principal if the Hold Point is on the Critical Path.

4. **PROJECT COORDINATION**

- .1 If requested by the Principal, the Contractor's project manager and nominated technical/support personnel must attend project team meetings in order to facilitate coordination of the project and report on progress. At each meeting, the Contractor must provide draft copies of any report in the course of preparation, a progress report that tracks the actual progress against the program and any changes to the program or Scope of Services that the Contractor proposes.
- .2 The Contractor must take minutes of these meetings and email an electronic copy to the Principal's project manager within 5 working days. In addition to these project team meetings, the Contractor may be required to attend additional meetings with the Principal to resolve specific issues.

5. **DELIVERABLES**

- .1 If any deliverables outlined by the Principal include specifications (or similar documents) for use by the Principal in a future contract with a third party, the specifications must be provided in editable Microsoft Word or Excel files. The specification must separate content which is specific to a particular project from content which is applicable to any contract of a similar nature. Where the Principal publishes a specification in some other document (such as a request for tender), the Principal may permit the Contractor's logo to be incorporated into the document, but is under no obligation to do so.
- .2 If the specification relates to transport infrastructure, the format and structure of the specification must be compatible with the "DPTI Master Specification for Transport Infrastructure", available from <http://www.dpti.sa.gov.au/documents/contractsandtenders/specifications>.

6. **DUTIES OF DESIGNER**

- .1 If the *Deliverables* include a preliminary or final design of infrastructure, the Contractor must:
 - (a) liaise and consult with the Principal with regard to risks to health and safety arising from the design during the construction of the infrastructure, pursuant to Section 294 "Person who commissions work must consult with designer" of the *Work Health and Safety Regulations 2012* (SA); and
 - (b) provide a written report to the Principal that specifies the hazards relating to the design of the infrastructure pursuant to Section 295 "Designer must give safety report to person who commissions design" of the *Work Health and Safety Regulation*.

7. **HOLD POINTS**

- .1 There are no hold points referenced in this Part.