

Northlakes
CW008012

To: Contracts Officer
Capital Works & Asset Management Branch

Part A REQUEST FOR ENGAGEMENT OF CONSULTANTS

Region / Section: <u>CWAINB</u>	
Contract No: <u>NLAAC001</u>	File Reference No: <u>0228-00311-967</u>
Outcomes Expected: <u>The delivery of professional project management services for the Northlakes Ambulatory + Community Centre as per schedule 1 of the contract</u>	Target Completion Date: <u>DEC 2007</u>
Estimated Cost: \$ <u>385,250</u> ✓	Cost Centre Code:
Project Officer Proposed: <u>Bill Eastgate</u>	Telephone No: <u>3896 3518</u>
Recommended: <u>[Signature]</u>	
Position: <u>Senior Director, PCU</u>	Date: <u>16/6/05</u>
Approved: <input checked="" type="checkbox"/> Not Approved: <input type="checkbox"/>	
<u>[Signature]</u> Executive Director, Capital Works & Asset Management	Date: <u>16/6/05</u>

Part B STATEMENT OF REQUIREMENTS / INVITATION TO SUPPLIERS

Proposed Method of Procurement:	
<input type="checkbox"/> Verbal Invitation (< \$6,000)	Request for Exemption Tendering Process:
<input checked="" type="checkbox"/> Selective Written Invitation	<input type="checkbox"/> Standing Offer/Preferred Supplier
<input type="checkbox"/> Publicly Advertised (> \$100,000)	<input type="checkbox"/> Consultant/s Prequalified
Invitations forwarded to:	<input type="checkbox"/> Second Stage Multi Stage Process
<u>[Redacted]</u>	<input type="checkbox"/> Quality Assured 2nd or 3rd party
	<input checked="" type="checkbox"/> Special of Confidential Nature
	<input type="checkbox"/> Genuine Urgency
	<input checked="" type="checkbox"/> Commonwealth / State / Territory, etc
	<u>1) Gowdie Management Group</u>
Project Officer Proposed: <u>Bill Eastgate</u>	Telephone No: <u>3896 3518</u>
Recommended: <u>[Signature]</u>	
Position: <u>Senior Director, PCU</u>	Date: <u>16/6/05</u>
Approved: <input checked="" type="checkbox"/> Not Approved: <input type="checkbox"/>	
<u>[Signature]</u> Executive Director, Capital Works & Asset Management	Date: <u>16/6/05</u>

THIS AGREEMENT is made

BETWEEN: **STATE OF QUEENSLAND** acting through the Queensland Department of Health, Capital Works & Asset Management Branch, (“the Principal”);

AND: Gowdie Management Group Pty Ltd ACN 110 619 460 (“the Consultant”).

RECITALS:

- a. The Consultant has agreed to perform certain consultancy services for the Principal.
- b. The parties wish to record the terms and conditions of their agreement.

IT IS AGREED -

1 INTERPRETATION

- a. In this Agreement, the following definitions will apply:
 1. “Agreement” means this document and all schedules to it;
 2. “commencement date” means the date on which this Agreement is executed by the parties, or if not executed by the parties on the same date, means the later of the dates of execution;
 3. “consultancy services” means the services described in Schedule 1;
 4. “contract material” means:
 - i. any material forming part of or constituting a deliverable that is created, written or otherwise brought into existence by or on behalf of the Consultant in the course of performing the consultancy services (called “new contract material”); and
 - ii. any material that exists at the commencement date and is incorporated into a deliverable (called “existing contract material”).
 5. “deliverable” means any document, piece of equipment, data listing or other creation required to be delivered to the Principal in order to complete the performance of the consultancy services;
 6. “force majeure” means any event beyond the reasonable control of the party affected and includes an event due to natural causes that happens independently of human intervention;
 7. “intellectual property rights” means all copyrights, patents and all rights in relation to inventions, trade marks and designs;
 8. “key personnel” means the representatives of the Consultant specified in Schedule 2;

9. "Principal's consent" means prior written consent of the Principal [which shall not unreasonably be withheld] which may be given subject to such terms and conditions as the Principal may see fit to impose;
 10. "Project Officer" means the person specified in Schedule 2 or any other person substituted by the Principal by notice to the Consultant; and
 11. "records" means all material including but not limited to books, documents, information, computer software, equipment, and data stored by any means disclosed, or made available, by the Principal to the Consultant in connection with the performance of this Agreement.
- b. In this Agreement:
1. clause headings are not to be used as an interpretation aid;
 2. words in the singular include the plural and words in the plural include the singular according to the requirements of the context;
 3. a reference to a clause or a schedule is a reference to a clause or a schedule of this Agreement; and
 4. where there is any conflict between a clause of this Agreement and anything contained in a schedule of this Agreement, the provisions of the clause will prevail to the extent of the inconsistency.

2 TERM

This Agreement will start on the commencement date and unless otherwise terminated earlier in accordance with its terms, will continue until the consultancy services have been performed in accordance with this Agreement.

3 CONSULTANCY SERVICES

- a. The Consultant will provide and complete the consultancy services through its key personnel, to the standards and in the manner, frequency, quantity and times specified in Schedule 1.
- b. The Consultant will:
 1. inform itself of the Principal's stated requirements in respect of the consultancy services;
 2. consult regularly with the Principal throughout the performance of the consultancy services; and
 3. act professionally at all times and exercise skill, care and diligence in performing the consultancy services.
- c. The Consultant warrants that it has the qualifications, admissions and memberships (if any) specified in Schedule 2.

- d. The Consultant will ensure that the deliverables (if any) specified in Schedule 2 complies with the standards and specifications (if any) set out in Schedule 2.
- e. Where specified in Schedule 2, the Principal will provide the specified assistance to the Consultant.

4 KEY PERSONNEL

- a. The consultancy services will be performed by the key personnel except with the Principal's consent. A person replacing one of the key personnel with the Principal's consent will be one of the key personnel during the person's engagement on the Consultancy services.
- b. The Consultant will ensure that key personnel are competent and have the necessary skills to perform the Consultancy services on which they will be engaged.
- c. The Consultant will not without the Principal's consent:
 - 1. allow key personnel to delegate any part of the consultancy services; or
 - 2. allocate tasks not connected with the consultancy services to any of the key personnel engaged on the consultancy services on a full time basis until completion of the consultancy services allocated to that person.
- d. If any of the key personnel are not available to perform any of the consultancy services allocated to them the Consultant will immediately:
 - 1. give notice to the Principal of the circumstances; and
 - 2. if so requested by the Principal, arrange for replacement of that person with a person satisfactory to the Principal at no cost to the Principal.
- e. The Principal may, on reasonable grounds, give notice requiring the Consultant to remove key personnel from working on the consultancy services. Upon receipt of a notice pursuant to this clause 4.e, the Consultant will, at no cost to the Principal, promptly remove and replace the key personnel referred to in the notice with a person satisfactory to the Principal.
- f. Queensland Health will not enter into a consultancy Agreement which uses or proposes to use, directly or indirectly, former Queensland Public Sector or Public Service employees who are currently within the benefits period of a previously accepted Early Retirement Benefits Package or a Voluntary Early Retirement Package issued by an agency of the Queensland Government.

5 FEES AND REIMBURSABLE EXPENSES

- a. The Consultant will provide the consultancy services for the fee specified in Schedule 2.
- b. The Consultant will not be entitled to be paid for any part of the consultancy services which the Project Officer has certified as not having been performed in accordance with this Agreement.
- c. The Consultant will promptly perform or perform again any part of the consultancy services certified as not being performed in accordance with this Agreement and the Principal may, without limiting any other right it may have, defer payment for that part of the consultancy services until the Project Officer has certified that the services have been performed or performed again in accordance with this Agreement.
- d. The Consultant may include in an invoice under clause 6 a claim, and be paid, for expenses described in Schedule 2 after those expenses have been incurred by the Consultant. The Principal will only reimburse the Consultant for other expenses that have been incurred by the Consultant with the Principal's consent.
- e. If travel expenses are included in Schedule 2, the Principal will pay only economy class fares and moderate meal and accommodation expenses which do not exceed the rates payable for non-executive Queensland public sector employees, as prescribed from time to time.

6 PAYMENT

- a. The Principal will not have any obligation to pay the Consultant for any part of the consultancy services until the Principal has been given a correctly rendered invoice. Invoices must be provided to the Principal in accordance with Schedule 3.
- b. The Consultant will be paid in accordance with Schedule 2. Invoices must be in sufficient detail to allow the Principal to assess progress against targets. For work carried out on a time basis, invoices must be supported by records of times spent by individuals on the consultancy services, certified by the Consultant and the Project Officer.
- c. Upon receipt of an invoice the Principal may require the Consultant to provide additional information to assist the Principal to determine whether or not an amount is payable.
- d. The Principal will make payment of a correctly rendered invoice within 30 days after receipt of the invoice or, if additional information is required by the Principal pursuant to clause 6.c, 30 days after receipt of the additional information.
- e. For the purposes of this clause 6, a correctly rendered invoice is an invoice that has been submitted to the Principal in accordance with clause 6.b and:

1. the amount claimed in the invoice is due for payment pursuant to this Agreement;
 2. the amount claimed in the invoice is correctly calculated in accordance with this Agreement;
 3. the invoice correctly identifies the consultancy services performed; and
 4. travel, meal and accommodation expenses are separately itemised in the invoice.
- f. The Principal will notify the Consultant within 14 days after receipt of an invoice found not to be correctly rendered.
- g. If an invoice is found, after the Principal has paid the invoiced amount to the Consultant, not to have been a correctly rendered invoice, the Principal will, as the case requires:
1. pay any amount owed to the Consultant within 30 days of receipt of a correctly rendered invoice or, if additional information is required by the Principal pursuant to clause 6.c, within 30 days after receipt of the additional information; or
 2. deduct any amount owed to the Principal from the next invoiced payment or, if no other payment is due to the Consultant pursuant to this Agreement, recover the amount from the Consultant as a debt due to the Principal.
- h. Payment of money to the Consultant will not constitute an admission by the Principal that any of the consultancy services have been performed in accordance with this Agreement.

7 NO AGENCY

The Consultant will not:

1. represent itself or allow itself to be represented as an employee or agent of the Principal; or
2. by virtue of this Agreement be or become an employee or agent of the Principal.

8 CONFLICT OF INTEREST

- a. The Consultant warrants that, to the best of its knowledge, it does not, and is not likely to have any conflict of interest in the performance of this Agreement. If a conflict or risk of conflict of interest arises (without limitation, because of work undertaken for any person other than the Principal) the Consultant will immediately give notice of the conflict of interest, or the risk of it, to the Principal.

- b. The Consultant will take all reasonable measures to ensure that its employees, agents and subcontractors do not engage in any activity or obtain any interest which is in conflict with providing the consultancy services to the Principal fairly and independently. The Consultant will immediately give notice of any conflict of interest relating to the activities or interest of any of its employees, agents or subcontractors to the Principal.
- c. If the Principal is given notice of a conflict of interest pursuant to clause 8.a or 8.b, the Principal may proceed in accordance with clause 16.d to terminate this Agreement.

9 CONTRACT MATERIAL

- a. Unless otherwise specified in Schedule 2 pursuant to clause 9.d or clause 9.e, title to and intellectual property rights in all new contract material will vest in the Principal in accordance with clauses 9.b and 9.c. The Principal grants to the Consultant a non-exclusive, non-transferable, royalty free license for the term of this Agreement to use the new contract material for the performance of the Consultant's obligations under this Agreement.
- b. Title to and intellectual property rights in all new contract material, including each and every stage of design and production of it, will upon its creation be transferred to the Principal without need for further assurance.
- c. This Agreement does not affect intellectual property rights in existing contract material but the Consultant grants, and will ensure that relevant third parties grant, to the Principal a paid up non-exclusive, non transferable licence:
 1. to use, reproduce and adapt for its own use; and
 2. to perform any other act with respect to copyright; and
 3. to manufacture, sell, hire or otherwise exploit a product or process or to provide a service or to licence a third party to do any of those things in respect of,

the existing contract material but only as part of the contract material (and any further development of that material).
- d. Where specified in Schedule 2, right and title to the intellectual property rights in the contract material so specified are assigned to the Consultant and the Consultant grants to the Principal a non-exclusive, non-transferable, irrevocable and paid-up licence to use, reproduce and adapt the contract material on the terms and conditions specified in Schedule 2.
- e. Where specified in Schedule 2, right and title to the intellectual property rights in the contract material so specified will vest in the parties as co-owners in equal shares on the terms and conditions specified in Schedule 2.
- f. Upon the expiration or earlier termination of this Agreement, the Consultant will deliver to the Principal all records, contract material and all copies of it,

and if necessary, transfer or have transferred any intellectual property rights to the Principal.

- g. The Consultant will ensure that contract material and records are used, copied, supplied or reproduced only for the purposes of this Agreement.
- h. Prior to commencing work in relation to the contract material, the Consultant will obtain from every person who is to create contract material, and provide to the Principal, a written assignment from that person to the Principal of any intellectual property rights which may vest in that person as a result of that person performing the work.
- i. Clauses 9.f, 9.g and 9.h do not apply to contract material specified in Schedule 2 or the purposes of clause 9.d or clause 9.e.
- j. If any contract material is produced or reproduced in an electronic format, the Consultant must deliver it to the Principal in a format approved in writing by the Principal.
- k. If any contract material is produced or reproduced in an electronic format or stored electronically, the Consultant must not store it on a foreign computer without keeping the current version of the contract material on separate media as specified in Schedule 2 and delivering it to the Principal at the intervals specified in Schedule 2.
- l. The Consultant must not produce, reproduce or store contract material in such a way that it is mixed with, attached to or indistinguishable without the use of a computer from, material that is not the subject of this Agreement.
- m. For the purposes of this clause 9, "foreign computer" means a hard disk or other similar device affixed to a computer that is not the property of the Principal.
- n. Intellectual property rights in records supplied to the Consultant by the Principal for reproduction or guidance remains vested in the Principal.

10 PROJECT MANAGEMENT

- a. The Principal appoints the Project Officer as its agent for the purposes of this Agreement.
- b. The Consultant will:
 - 1. liaise with and report to the Project Officer; and
 - 2. attend meetings and briefings with the staff of the Principal as reasonably required by the Project Officer.
- c. Reports by the Consultant to the Project Officer must be in writing, unless otherwise permitted by the Project Officer.

11 DISCLOSURE OF INFORMATION

The Consultant will:

1. keep all records and other information in a secure location so that no unauthorised person is able to gain access to them; and
2. ensure that records are kept confidential and are not disclosed to any person other than the Principal and the Project Officer except where required by law or with the Principal's consent.

12 SECURITY AND ACCESS

- a. The Consultant will, when using the Principal's premises or facilities, comply with all rules, directions and procedures including those relating to security and to workplace health and safety in effect at the premises or in regard to the facilities notified to the Consultant by the Principal.
- b. The Consultant will give the Project Officer, and any other persons authorised in writing by the Principal, reasonable access to premises occupied by the Consultant where the consultancy services are being undertaken and will permit them to inspect any contract material or other material relating to the consultancy services.
- c. The Project Officer and any other person authorised by the Principal, when at the Consultant's premises will comply with all rules, directions and procedures including those relating to security and to workplace health and safety in effect at the premises or in regard to those facilities as notified by the Consultant to the Principal.

13. SUSPENSION OF SERVICES

- a. The Principal may by notice require the Consultant to suspend the progress of the whole or any part of the consultancy services for a specified period within a reasonable time after receipt of the notice, if suspension is required by the Principal because of any change in the nature, scope or timing of the consultancy services to be provided.
- b. The Principal may by notice require the Consultant to recommence work on all or any part of the suspended consultancy services.
- c. Where the Consultant is required to suspend consultancy services pursuant to clause 13.a:
 1. the Consultant and the Principal will negotiate in good faith as to reasonable compensation payable to the Consultant; and
 2. any previously agreed completion dates for the consultancy services will be postponed by a period equivalent to the duration of the suspension.

- d. The Principal will reimburse the Consultant for additional costs reasonable and properly incurred by the Consultant as a result of suspension of the consultancy services pursuant to clause 13.a. If the Consultant and the Principal do not agree on the amount of reasonable compensation within 30 days of the request for compensation by the Consultant, the amount will be determined pursuant to clause 26.
- e. If a dispute referred to in clause 26.e has arisen between the parties either party may, during the continuation of the dispute, by notice to the other party require the suspension of the progress of the whole or any part of the consultancy services from the date specified in the notice until the dispute has been resolved.

14 VARIATION

- a. The Principal may by notice require the Consultant to vary the consultancy services in nature, scope or timing.
- b. Without limiting the generality of clause 14.1, the Principal may direct the Consultant to:
 1. increase, decrease or omit any part of the consultancy services;
 2. change the character or content of any part of the consultancy services;
 3. change the direction or dimensions of any part of the consultancy services; or
 4. perform additional work.
- c. Where the Principal requires a variation to the consultancy services, the parties will negotiate in good faith a variation of the fees and the time for completion and failing Agreement, the fees and time for completion will be determined pursuant to clause 26. The Consultant will not commence work on the variation to the consultancy services without the Principal's consent and the written agreement of both parties to the varied fees and time for completion.

15 PAYMENT FOR REDUCED CONSULTANCY SERVICES

- a. In the event of a reduction in the consultancy services the Principal will pay the Consultant:
 1. fees determined in accordance with clause 14.3;
 2. reasonable costs incurred by the Consultant directly attributable to the reduction in the consultancy services; and
 3. compensation for reasonable set up costs incurred by the Consultant.
- b. Where the fee for the consultancy services is a lump sum, the Principal will not be liable to pay any amounts to the Consultant pursuant to clause 15.1 where it

would result in amounts greater than the fees and expenses specified in Schedule 2 being paid to the Consultant.

- c. Where fees are on a schedule of rates basis the rates for the reduced consultancy services will be subject to negotiation and agreement between the Principal and the Consultant and failing agreement, resolved pursuant to clause 26.
- d. The Consultant will not be entitled to compensation for loss of prospective profits.

16 DEFAULT OF THE CONSULTANT AND TERMINATION

a. If the Consultant:

- 1. fails to comply with any of the terms and conditions of this Agreement;
- 2. fails to comply with a direction of the Project Officer given in accordance with this Agreement; or
- 3. enters into any arrangement or proceedings for the purpose of insolvency administration or is placed under official management,

the Principal may suspend payments under this Agreement and require the Consultant to show cause why the Agreement should not be terminated.

b. If the Principal suspends payments pursuant to clause 16.a, the Principal must:

- 1. give the Consultant notice of the suspension, specifying the reason; and
- 2. require the Consultant to show cause within 14 days of the notice why the Agreement should not be terminated.

c. If the Consultant fails to show cause within the period specified in the notice to the satisfaction of the Principal, the Principal may without prejudice to any other rights, terminate the Agreement by notice to the Consultant as of the date specified in the notice.

d. If the Consultant:

- 1. abandons or refuses to proceed with the consultancy services;
- 2. fails to comply with or gives notice under clause 8 (Conflict of Interest);
- 3. fails to comply with clause 17 (Compliance with Laws);
- 4. fails to comply with clause 19 (Insurance); or
- 5. fails to comply with clause 29.a or gives notice to the Principal under clause 29.b (Former Public Sector Employees),

the Principal may terminate this Agreement by notice in writing to the Consultant as of the date specified in the notice.

- e. Upon termination of this Agreement pursuant to clause 16.c or clause 16.d, all money which has been paid and all money to be paid for work done to the date of the termination will be in full and final satisfaction of all claims by the Consultant under this Agreement.

17 COMPLIANCE WITH LAWS

The Consultant must comply with all relevant laws and the requirements of any statutory authority in performing the consultancy services.

18 INDEMNITIES

- a. The Consultant will be liable for loss or damage (including personal injury whether or not resulting in death) suffered by the Principal, its officers, servants or agents, arising from the unlawful or negligent acts or omissions of the Consultant in the course of the performance (or attempted or purported performance) of the consultancy services.
- b. The Consultant releases and indemnifies the Principal and all its officers, servants and agents from and against all actions, proceedings, claims and demands which may be brought or made against any of them by any person, including the Consultant, arising from:
1. any wilful or negligent act or omission of the Consultant;
 2. any unlawful or negligent act or omission of the visitors, invitees or licensees of the Consultant; or
 3. death, injury, loss or damage suffered by the Consultant or any of its visitors, invitees or licensees except where the death, injury, loss or damage is caused by the wrongful act or omission of the Principal.

19 INSURANCE

- a. The Consultant must have and maintain for the duration of this Agreement workers' compensation insurance in relation to any employees of the Consultant for an unlimited amount, including liability under statute and at common law.
- b. Where specified in Schedule 2, the Consultant must effect in connection with the provision of the consultancy services public liability insurance and professional indemnity insurance.
- c. The insurances must be effected with an insurer, include terms and conditions acceptable to the Principal and be maintained for the duration of this Agreement.
- d. If the Consultant is required by this Agreement to effect professional indemnity insurance, the Consultant must maintain a policy on terms and conditions no

less favourable to the Principal than those approved pursuant to this clause 19 for the period specified in Schedule 2 after completion of the consultancy services or termination of this Agreement and, upon request in writing, produce evidence to the Principal that it has been maintained.

- e. The Consultant will:
1. before performing any of the consultancy services; and
 2. upon request in writing at any time by the Principal,

produce evidence to the Principal that the insurances required by this clause 19 have been effected and maintained.

20 UNAVOIDABLE DELAY

A party will not be entitled to exercise its rights and remedies upon their default of the other party (whether at common law or pursuant to this Agreement) if that default:

1. is caused by force majeure; or
2. continues for less than three (3) days.

21 WAIVER

- a. A right under this Agreement will only be waived where the waiver is in writing and is signed by the relevant party.
- b. A waiver by either party will not prejudice its rights in respect of any subsequent breach of this Agreement by the other party.

22 GOVERNING LAW

This Agreement will be governed by and construed in accordance with the law of Queensland and the parties submit to the jurisdiction of the courts of that State.

23 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties in relation to its subject matter.

24 NO SUBCONTRACTING

- a. The Consultant will not subcontract any part of the consultancy services without the Principal's consent.
- b. Any consent given by the Principal for the Consultant to subcontract:
 1. will not operate as an authority to transfer responsibility to the subcontractor; and
 2. will not relieve the Consultant from any of its liabilities or obligations under this Agreement.

- c. The Consultant will not assign this Agreement or any of the benefits under this Agreement without the Principal's consent.

25 FURTHER ASSISTANCE

The Consultant will do all things reasonably required by the Principal to give effect to this Agreement or to perfect or protect the rights of the Principal including, without limitation, giving or obtaining of confidentiality undertakings acceptable to the Principal in relation to records and the consultancy services.

26 RESOLUTION OF DISPUTES

- a. Any dispute associated with this Agreement will be the subject of mediation for a period of 14 days (or longer period agreed between the parties) by a mediator appointed by agreement between the parties.
- b. If the parties fail to agree as to the appointment of a mediator within 7 days after a dispute arises, the mediator will be appointed by the Australian Commercial Disputes Centre (Queensland).
- c. For the purposes of this clause 26, a dispute will have arisen between the parties when a party gives notice to that effect to the other party.

27 CLAUSES TO SURVIVE TERMINATION

The following clauses will survive termination or expiration of this Agreement:

1. clause 9 (Intellectual Property);
2. clause 19.d (Maintenance of Professional Indemnity Insurance); and
3. clause 25 (Assistance to Protect Rights of Principal).

28 NOTICES

Notices must be in writing and may be delivered by prepaid postage, by hand or by facsimile transmission to the parties at the address specified in Schedule 2 or other address subsequently notified by a party to the other. Notices will be deemed to be given:

1. two (2) days after deposit in the mail with postage prepaid;
2. immediately upon delivery by hand; or
3. immediately upon an apparently successful facsimile transmission of the entire notice being noted by the sender's transmitter, unless sent on a Saturday or Sunday or after 5.00pm on any other day ("a week day"), in which case the notice will be deemed to be given at 9.00am on the next week day.

29 FORMER PUBLIC SECTOR EMPLOYEES


- a. The Consultant represents to the Principal that, as at the commencement and for the term of this Agreement, neither the Consultant nor any of the key personnel are or will be former Queensland Public Sector employees who are currently within the benefits period of an early retirement benefits package issued by an agency of the Queensland Government and the Consultant acknowledges that the Principal has relied on that representation in entering into this Agreement.
- b. If the Consultant becomes aware that any of the key personnel are former Queensland Public Sector employees who are currently within the benefits period of an early retirement benefits package issued by an agency of the Queensland Government, it will immediately notify the Principal in writing.
- c. If the Principal becomes aware that there has been a breach of clause 29.a, or if the Consultant gives notice under clause 29.b, the Principal may at its option:
 1. terminate this Agreement pursuant to clause 16.d; or
 2. give notice under clause 4.e.

30 SKILLS TRANSFER

The Consultant will use its best endeavours to impart skills to and instruct the Principal's employees with whom the Consultant has contact in the performance of the consultancy services, with a view to increasing and consolidating the skills base within Queensland Health.


The parties have executed this Agreement as follows –

SIGNED for and on behalf of the)
State of Queensland by)
Bill Stewart, A/ Senior Executive Director,
Resource Management Directorate
a person duly authorised in that behalf
this 16th day of June 2005)


(Signature)

in the presence of:

melissa Wilson
Witness


(Signature)

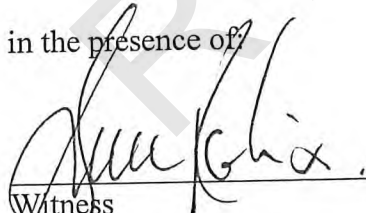
SIGNED by the Consultant

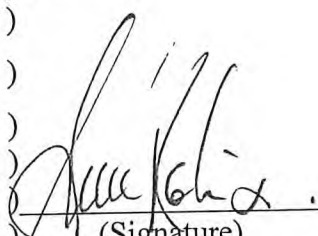
SIGNED by JOHN GOWDIE

this 20TH day of JUNE 2005


(Signature)

in the presence of:


Witness


(Signature)

SCHEDULE 1

**THE SUPPLIED SERVICES
NORTH LAKES AMBULATORY AND COMMUNITY CENTRE
NLAAC001**

Objectives***Scope***

The delivery of professional project management services for the following project:

North Lakes Ambulatory & Community Centre	\$22,260,000.00
---	-----------------

Deliverables

Queensland Health expects the following outcomes as part of the contract:

- The projects will be completed on time, within financial budgets and to the satisfaction of Queensland Health;
- The projects will demonstrate the highest standards in terms of the management and delivery of health services to the community, recurrent cost efficiency, accommodation, facilities, equipment, organisational design and management systems and processes;
- Cost effective and efficient building designs to achieve value for money in capital and recurrent costs without compromising best practice standards and safety, and ensuring User Group requirements included in the approved scope are realized in the completed project;
- Develop and maintain a suitable and thorough communication and consultation process throughout the program;
- Comprehensive consultation with all internal and external stakeholders; and
- All facilities, including furniture, fixtures and equipment (FFE) will be completed and commissioned in accordance with relevant legislation and regulations (incorporating known future revisions, if any), approved policy and practice, time frames, funding parameters and quality standards established and/or varied from time to time by the Director General, Queensland Health (or delegate).

Approach

Queensland Health expects the Project Manager to deliver each assigned project through to completion which will include the defects liability period. The Project Manager will be responsible for, but should not be limited to the following generalised functions:

Integration

Manage and co-ordinate activities and functions to achieve or exceed project objectives throughout the project life cycle.

Scope

Successful delivery of the project.

Time

Meeting or exceeding project objectives within the identified time frame.

Cost

Review, monitor and manage all project costs within the allocated budget.

Quality

Achieving customer satisfaction through the continuous application of quality planning, quality control, quality assurance and project life-cycle improvements.

Human Resources

Developing and managing a cohesive project unit.

Communication

The timely and appropriate generation, collection, dissemination, storage and disposition of project information.

Risk

Identifying, analysing and responding to uncertainty which might affect project outcomes.

Procurement

Work in conjunction with the Procurement Manager (Project Services) in arranging contracts, inviting / assessing tenders, etc.
Oversee the procurement of FF&E.

RTI RELEASE

SCHEDULE 2**Key Personnel (clause 4.a):**

John Gowdie
Greg Packer
Tony Gillett
Andrew Davis
Simon Box

Changes to the project personnel nominated in the tender submission shall only be on prior approval of the Principal and may necessitate a change to the project fee.

Consultant's warranties as to qualifications, admissions and memberships (clause 3.c):

N/A

Compliance with standards and specifications (clause 3.d):

N/A

Assistance to be provided by the Principal (clause 3.e):

The Principal shall provide reasonable access to facilities and resources to perform the deliverables of this agreement.

Early Retirement Benefits Period (Clause 4.f)

The Consultant undertakes and warrants that neither they nor any personnel engaged on this contract or to be engaged on this contract fall within the Early Retirement Benefits conditions defined in clause 4.

Fees to be paid for the consultancy services (clause 5.a):

\$385,290.00 excluding GST as per Schedule 3 (attached).

The fees associated with each project will be paid according to the monthly cash flow provided (schedule 3). However, the payments may be suspended by Executive Director, Capital Works and Asset Management Branch or his nominee if they are considered excessive when compared with the Project Phases and corresponding percentage of total fee defined in the Proposed Fee Break Down in the Gowdie Management Group Pty Ltd tender submission.

Expenses for which Consultant may be reimbursed (clause 5.d):

There will be no expenses reimbursed by the Principal under this contract. However, where at the specific direction of the Principal, the cost of travel, accommodation, airfares, taxi's and incidental expenses etc are incurred, the following rates will apply:

Accommodation

Adelaide	\$122.00	Cairns	\$79.00
Brisbane	\$116.00	Gold Coast	\$102.00
Canberra	\$100.00	Horn Island	\$108.00
Darwin	\$117.00	Thursday Island	\$130.00
Hobart	\$104.00	Weipa	\$115.00
Melbourne	\$150.00		
Perth	\$117.00		
Sydney	\$153.00		

All other country area's \$67.00

Airfares

Standard economy rate.

Incidental Expenses

Actual costs incurred eg taxi fares, parking fees, etc.

Note: For the above expenses to be reimbursed, copies of receipts must be attached to support the claim.

Meals

Standard Government rates will apply as follows:

Breakfast	\$17.70
Lunch	\$19.75
Dinner	\$34.05

All other country centres and Cairns

Breakfast	\$15.75
Lunch	\$18.05
Dinner	\$31.15

Mileage

Claims for use of private vehicles on official business at the current Australian Taxation Office taxable rate per kilometre of:

<i>Engine Capacity Cc's</i>	<i>Cents/km</i>
1600cc and less	51.0
1601cc to 2600cc	61.0
2601cc and over	62.0

Expenses NOT Reimbursed by the Department including:

Alcohol expenses
 Private telephone calls
 In-house movies
 Laundry/Dry cleaning costs

The Executive Director Capital Works & Asset Management Branch has discretion to refuse to pay a claim or to reduce a claim if he considers that the amount was not fair and reasonable and/or where dockets/receipts are not furnished to substantiate the expenses claimed.

Payment of fees (clause 6.b):

30 days from date of invoice. The agreed fee is based on \$AUD ex GST.

The fee rates shall remain fixed for a 2.5 years period beginning from the date of this agreement. If a project extends past the two and half years because of issues that are outside of the control of the Project Manager the outstanding fee will increase by 5%.

It is a requirement of this agreement that the Contractor shall remit a monthly invoice and report of work completed.

Intellectual property rights (clause 9.d and 9.e):

Nil

Storage and delivery of contract material produced in electronic format (clauses 9.j and 9.k):

N/A

Project Officer (clause 10):

The Principal appoints Senior Director, Program Coordination Unit, CWAMB or his nominee as its agent for the purposes of this Agreement in accordance with the requirements of Clause 10.

(Contact telephone number: 07 3896 3518 facsimile: 07 323 40571)

Public Liability Insurance (clause 19.b):

John Bourke, Insurance Broker Pty Ltd.
 \$10,000,000 for General Liability and \$10,000,000 for Products Liability
 (Period 27th April 2005 to 30th April 2006.)
 (Reference Peter Roberts Ph 3490 9200)

Proof of renewal of the cover must be provided prior to expiry or replacement of the policy.

Professional Indemnity Insurance (clauses 19.b and 19.d):

John Bourke, Insurance Broker Pty Ltd.
 \$2,000,000 for period 26th April 2005 to 30th April 2006.
 (Reference Peter Roberts Ph 3490 9200).

Proof of renewal of the cover must be provided prior to expiry or replacement of the policy

Skills Transfer, training and operating information (clause 30.)

Applicable

Addresses for notices (clause 28):

- a) Principal – All notices for the Principal are to be addressed to the Project Officer as follows:

Postal Address Senior Director
 Program Coordination Unit
 Capital Works & Asset Management Branch
 Queensland Health
 GPO Box 48
 BRISBANE QLD 4001

Physical Address Senior Director
 Program Coordination Unit
 Capital Works & Asset Management Branch
 Queensland Health
 177 Ipswich Road
 WOOLLOONGABBA QLD 4102

- b) Consultant – All notices for the Consultant are to be addressed as follows:

Gowdie Management Group Pty Ltd

s.73

Qld.

Schedule 3 to

Project Management Fee Schedule 1/08/2005

Project	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Jan-08	Feb-08	Mar-08	Total
Northlakes Ambulatory	\$ 65,722.00	\$22,895.00	\$15,895.00	\$15,895.00	\$22,901.00	\$22,901.00	\$15,891.00	\$10,575.00	\$10,575.00	\$10,575.00	\$10,575.00	\$10,575.00	\$10,575.00	\$10,575.00	\$10,575.00	\$10,575.00	\$10,575.00	\$10,575.00	\$10,575.00	\$10,575.00	\$10,575.00	\$4,594.25	\$4,594.25	\$4,594.25	\$4,594.25	\$4,594.25	\$4,594.25	\$4,594.25	\$4,594.25	\$4,594.25	\$4,594.00	\$4,594.00	\$4,594.00	\$4,594.00	\$ 385,280.00
Browns Plains Ambulatory	\$ 56,626.00	\$17,936.00	\$17,936.00	\$17,738.00	\$17,738.00	\$18,000.00	\$18,000.00	\$ 9,338.00	\$ 9,338.00	\$ 9,338.00	\$ 9,338.00	\$ 9,338.00	\$ 9,338.00	\$ 9,338.00	\$ 9,338.00	\$ 9,338.00	\$ 9,338.00	\$ 9,338.00	\$ 9,338.00	\$ 9,338.00	\$ 9,338.00	\$ 4,694.00	\$ 4,694.00	\$ 4,694.00	\$ 4,694.00	\$ 4,694.00	\$ 4,694.00	\$ 4,694.00	\$ 4,694.00	\$ 4,694.00	\$ 4,694.00	\$ 4,691.00	\$ 4,691.00	\$ 4,691.00	\$ 330,181.00
Innisfail Hospital	\$ 27,710.61	\$12,210.61	\$12,210.61	\$12,210.61	\$12,210.61	\$12,210.61	\$12,210.61	\$12,210.61	\$12,210.61	\$12,210.61	\$12,210.61	\$12,210.61	\$12,210.61	\$12,210.61	\$12,210.61	\$12,210.61	\$12,210.61	\$12,210.61	\$12,210.61	\$12,210.61	\$12,210.61	\$ 4,606.67	\$ 4,606.67	\$ 4,606.67	\$ 4,606.67	\$ 4,606.67	\$ 4,606.67	\$ 4,606.67	\$ 4,606.67	\$ 4,606.67	\$ 4,606.67	\$ 4,606.67	\$ 4,606.67	\$ 4,606.67	\$ 290,571.00
Total	\$149,058.61	\$53,041.61	\$46,041.61	\$45,941.61	\$62,847.61	\$53,111.61	\$46,111.61	\$32,123.61	\$32,123.61	\$32,123.61	\$32,123.61	\$32,123.61	\$32,123.61	\$32,123.61	\$32,123.61	\$32,123.61	\$32,123.61	\$32,123.61	\$32,123.61	\$32,123.61	\$32,123.61	\$32,123.61	\$32,123.61	\$32,123.61	\$32,123.61	\$32,123.61	\$32,123.61	\$32,123.61	\$32,123.61	\$32,123.61	\$32,123.61	\$32,123.61	\$32,123.61	\$32,123.61	\$ 1,006,012.00

RTI RELEASE