

# DESIGN & CONSTRUCT CONTRACTS MASTERCLASS

1-DAY SEMINAR



CONTRACT  
MANAGEMENT  
TRAINING

FOCUSING ON DESIGN & CONSTRUCT CONTRACTS | COVERING ALL ELEMENTS  
INCLUDING FULL RISKS ANALYSIS | WITH SPECIAL CONTRACT STRATEGIES AND PROVISIONS

## PART 1

### ANATOMY OF THE DESIGN & CONSTRUCT CONTRACT

- Principal's project requirements and preliminary design
- Inclusion of drawings and specifications
- Contractor's design obligations
- AS 4902-2000 in depth

## PART 2

### NOVATION OF PRINCIPAL'S DESIGN CONTRACT

- The principal's consultant
- What is a 'novation'?
- Principal departs, contractor steps in
- Novation in AS 4902-2000
- The deed of novation
- Contractor's risks
- When is novation most appropriate?
- Benefits of Novation to contractors

## PART 3

### THE CONTRACTOR'S DESIGN WARRANTIES

- Design & Construct distinguished
- Design warranties defined
- Inconsistencies
- Rectifying defective design
- Variations & Intellectual property
- PI Insurance & Consultants

## PART 4

### ESTABLISHING THE PROJECT GOALS

- Value Engineering
- Early factors to consider
- The project plan
- The project delivery method
- The Contractor's 'Design' Team vs the Contractor's 'Construction' team
- Project brief inclusions
- Reference back
- Early Contractor Involvement

## PART 5

### THE PRINCIPAL'S PROJECT REQUIREMENTS (PPR'S)

- The extent of the PPR's and liability risk factors
- Definition of PPR's
- Preliminary design
- The contents of the PPR's
- Contractors' Low-risk PPR's
- Contractor's high-risk PPR's
- How to determine which PPR model is being used?
- Appendices of Some key project specifics to be detailed in the PPR's

## PART 5 (CONTINUED)

- Final Design Reporting
- 'Witness' and 'hold' points
- Governmental approvals
- A 'Design Certification' regime
- Table of 'whole of life' expectations
- Expanding the discrepancy provisions

## PART 6

### IMPACTING THE 'FITNESS FOR PURPOSE' & OTHER WARRANTIES

- Exertion of control & warranty impact
- Performance or functional PPR
- Not what the principal expected but still 'fit for purpose'
- Responsibility for 'fitness for purpose'
- Whole of life expectations
- Contractor's warranty conformance
- Defining the 'Design'

## PART 7

### EXPANDING THE CONTRACTOR'S DESIGN OBLIGATIONS

- The expected design deliverables
- Responsibility for site conditions
- Detail in the contractor's drawings
- The timeline for production
- Need for a design programme
- Inspection / Test Plans
- Governmental approvals
- Witness & Hold points
- Design life warranties
- Discrepancies provisions

## PART 8

### DESIGN CERTIFICATION

- Not covered in AS 4902-2000, needs a special condition
- Selecting a certifier
- Impact of novation
- Consultancy agreement provision
- The design certification process
- The Certifier's personal liability
- Certifying subcontractor's design
- Pre-condition to payment
- Certification should not replace warranties
- The role of the superintendent in design certification

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## PART 9

### USE OF SEPARABLE PORTIONS, MILESTONE PAYMENTS & CONTRACTOR SUPPLIED DOCUMENTS

- Separable portions defined
- Timeframes
- Using separable portions adds structure
- Examine, audit, and approve
- Paying the contractor
- Milestone payments
- Inducement to maintain progress
- Fast tracking
- Need for special conditions
- Substantial breach of contract

## PART 9 (CONTINUED)

- AS 4902-2000 Clause 8.3
- Failure to provide is a substantial breach of contract
- Sanctions for breach
- Avoid conflict with separable portions
- Superintendent's powers / functions
- Superintendent's role dealing with defective work
- Effect of the Superintendent's acknowledgement or approval

## PART 10

### DESIGN & CONSTRUCT PROJECTS AND INSURANCE

- Assessing potential risks
- PI insurance implications
- Definitions & AS 4902-2000
- Limits & aggregation
- Reinstatement
- Negligence
- Pre-existing design and work
- Public liability & indemnification
- Project specific insurance
- Insurance issues not covered

## PART 11

### THE FUTURE OF DESIGN - BUILDING INFORMATION MODELLING

- The benefits of BIM
- Integrated Project delivery
- What infrastructure is currently best suited to BIM

**BOOK BY PHONE OR EMAIL**

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