[Contract Name] – [Contract Number]

Contract Management Plan

September 2019

Document control sheet

Contact for enquiries and proposed changes

If you have any questions regarding this document or if you have a suggestion for improvements, please contact:

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Version history

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# Introduction

This is the Administrator's Contract Management Plan. It sets out:

* the relevant information for the management of an infrastructure contract
* reflects the risks associated with the Contract, and
* ensures there are appropriate governance arrangements in place to demonstrate that the contract can be effectively managed and project objectives can be met.

# Purpose

This document is developed based on the principles that it:

* is a tool for managing the contract,
* it encapsulates the Surveillance Plan
* summarises the roles and responsibilities of the contracting parties,
* identifies who is responsible for various contract administration activities and when and how they are required to be carried out, and
* is a live document that should be updated to reflect changing circumstances.

# Scope

The scope is defined by Engineering Policy EP167 *Contract Management Plan*.

# General

The Contract Management Plan will be reviewed and / or amended as needed from the Administrator’s internal Pre‑start Conference until the Final Certificate is issued and takes into account the changing risk profile as the Works proceed.

This document must address all mandatory requirements outlined in the Contract and CAS Manual.

# References

The following references were used to prepare this Contract Management Plan:

* *Transport Infrastructure Contract (TIC-CO) – C7830*
* *Project Risk Management Practice Guide.*

# Scope of the Contract

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| --- |
| *Insert a description of the Works as outlined in the Contract.*  *Insert the Contractor's name and address; Date of Letter of Acceptance; Construction Period; Date for Practical Completion; and the Contract Sum.*  *The scope of Works needs to be defined to specify the extent of the main features of the Contract. This information will correspond to that used in the Pre‑construction phase documentation of the Contract.*  *Out‑of‑scope Works need to be identified as these Works may be delivered by the Principal but not form part of the Contract. This information may also be included in the pre‑construction documentation.*  **The Contract details are attached in Appendix A.** |

# Handover between tendering and Contract Administration team

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| *Insert a description of the contract specific critical issues as per the handover meeting. The Administrator should also note any specific political commitments and any stakeholder requirement.*  **The Contract details are attached in Appendix A.** |

# Risk Management Program

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| *The Contract Management Plan may reference the risk register within the Administrator's Surveillance.*  *Otherwise, complete a risk analysis of the various Contract requirements and quality processes.*  *Reference should be made to the following:*   1. *Risk Register in OnQ* 2. *Project Risk Management Practice Guide on the departmental intranet* 3. *Risk Management process on the departmental intranet* 4. *The risk analysis assessment from the pre‑construction process.*   *Also take into account the Contractor's Contract Plan, particularly the Safety and Traffic Management Plans, the Program of Works and the Lot Register (when available).*  *Note that risk* ***will*** *change during the Construction phase and monitoring / reviewing the ongoing risk may result in changes to the Administrator’s Contract Management Plan. This review may extend during the Defects Liability Period as the risk profile may change during this period with project opened to traffic.*  *For any risks identified, the CMP should also discuss the various risk management strategies.*  **Refer Appendix B for the *Risk Management Program*.** |

# Conferences

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| *The Administrator is to list the various conferences expected to be held, the purpose of these conferences, proposed attendees, who is to arrange and minute each meeting. Examples include Internal Pre‑start Conference; Pre‑start Conference (with Contractor); Monthly Site Conference, etc*  *Pre‑start Conferences have a specified format which gives consistency for all Contracts and needs to be edited to suit the specific Contract. Refer to Internal Pre‑start Conference Agenda and Pre‑start Conference Agenda / Minutes.*  *Monthly Site Conferences can have specified formats throughout the Contract life and should include a review process of Contract risk at each meeting to cater for possible changing risk as the Contract progresses.*  *If a relationship workshop is proposed any details regarding attendance, agenda and timing is to also be included.*  **Refer Appendix C** |

# Relationship Management

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| *Relationship Management should be addressed here to detail such things as foundation workshop, relationship charter, reviews, relationship meetings and other things deemed necessary that may be identified as risks.*  *The relationship charter can be attached here.*  **Refer Appendix D** |

# Contract administration records

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| *The Administrator is to list all the project records and registers to be maintained for the works including contents to be recorded and how they will be archived on completion.*  *Topics include the handling of emails; written correspondence; faxes; drawings; plans; records of verbal communication; minutes of formal and informal meetings; site instructions; registers; project plans; Extensions of Time claims and Variations (may be separate from other correspondence); Quality Assurance matters; Programs of Work; diaries and similar site records; photographs and videos.*  **Refer Appendix E** |

# Delegations/responsibilities/stakeholders

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| *The Administrator shall define all delegations to be made under the Contract. Contract Administration Responsibilities may be used to allocate responsibilities.*  *The Administrator’s functions may be delegated to the Administrator Representative(s); however, each function must not be delegated to more than one Administrator’s Representative.*  *Further to this, specified delegations may be made with standard letter Appointment of Administrator’s Representative to the Administrator’s Representative and similarly by standard letter Notice of Appointment of Inspector to the Inspector.*  *The Contractor shall be advised of these delegations as it will be relevant to their work.*  *If a Contract Leadership Team or a Project Leadership Group is to be formed, details of the personnel nominated should be provided and updated when changes occur.*  *The contractor's organisational chart and TMR's communication contact points may be included.*  *There may be other stakeholders involved in the delivery of the contract. Detail these and their roles and responsibilities and authorities. A diagram showing relationships may be useful.*  **Refer Appendix F for copies of any delegations of responsibilities** |

# Communication Plans

### External communication

|  |
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| *Consider requirements for external stakeholders; Contractor; Public Utility Providers; local land owners; community groups; environmental groups; emergency services; cultural heritage groups; sporting / recreational / services groups; media outlets such as newspapers, radio and television organisations; private sector businesses; industries and Chambers of Commerce; and public transport, school transport, buses and taxis.*  *This would include specific communication responsibilities and approval processes for any public statements to be released.*  *Detail how issues and complaints that arise during the contract will be managed and documented.*  **Appendix G External Communication Plan is attached.** |

### Internal communication

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| *Consider requirements for internal stakeholders; Regions / Districts and head offices; and any specialist personnel likely to be involved such as auditors, advisors, designers, engineers and technical staff.*  *Detail how issues and complaints that arise during the contract will be managed and documented.*  **Appendix H Internal Communications Plan is attached.** |

# Principal Supplied Material

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| *The Administrator shall describe how they intend to monitor the quality and supply of Principal supplied materials including the timing, quantities and locations for delivery in compliance with the Contract.*  *Issues such as Quality Assurance for the product; timing of deliveries; when are the Materials to be accepted by the Contractor into the Works; clear definition of the Principal Contractor under WHS legislation where there are contiguous sites or where there is multiple occupation of the site, insurances covering manufacture and transport and handling are typical considerations that need to be taken into account.*  **Refer Appendix I** |

# Public Utility Plant

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| *PUP works may be included in the Contract or as Principal supplied works. The Administrator should be aware of this scope and detail how they intend to manage this interface whether the PUP works contractor is a Nominated Subcontractor under the Contractor or a contractor working directly for the Principal.*  **Refer Appendix J** |

# Reports

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| *All reports that are required during the Contract should be detailed in this section including recipients of reporting, frequency and templates to be used. This should not be limited to those detailed in Reports and should include any required by the specifications and legislated or State government policy obligations, for example in case of any safety or environmental incidents. This is to include specific lines of communication between the contractor's project manager and the Administrator and internally within TMR to brief up.*  *Expectations and clarification of criteria with the contractor for completion of performance reporting may be incorporated.*  **Refer Appendix K – List of Reports** |

# Subcontractor Approval

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| *The Administrator should list the requirements for assessing the suitability of the Subcontractors and should also consider other criteria such as quality assurance. WHS and environmental responsibilities.*  **Refer Appendix L** |

# Extensions of Time for Practical Completion

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| *The extension of time process is already defined under the Contract. Any known time risks and their proposed mitigation measures should be detailed. This could include:*   * *Ensuring the contractor submits regularly updated programs* * *alternative construction methodology or sequence* * *additional shifts* * *increasing resources* * *proceed albeit inefficiently to achieve some progress*   **Refer Appendix M** |

# Notices, Claims and Variations (Procedure CAP007M)

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| *The claims and variations process is already defined under the Contract. How communication between various parties to ensure effective administration of any potential cost impacts should be included.*   * *Any contract specific price drivers (example, if ULB or any tender agreements) and other known cost risks and their proposed mitigation measures should be defined.* * *Steps to manage variations should be provided, some examples:*   + *known risks should have a potential contingency plan in place*   + *how timeframe and cost will be monitored*   + *how contractor behaviour will be monitored* * *Anticipate possible Principal directed variations* * *Examine plans, specifications and site conditions and be aware of any potential design defects* * *Design review and coordination processes*   **Refer Appendix N** |

# Progress Claims/Certificates

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| *The payment claims, and certification process is already defined under the Contract or legislation. Any exceptions can be detailed in this section.*  **Refer Appendix O** |

# Issues Resolution and Dispute Management

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| *Dispute resolution processes are already detailed under the contract, however, administrators should seek to avoid conflict and resolve disputes properly. Steps administrators intend to take to avoid conflict should be detailed in this section. This could include how to resolve ambiguities in contract documentation, how to foster cooperation and relationships, communicating issues, objective assessment of project and contractor performance, design team management and other principles.*  **Refer Appendix P** |

# Default or insolvency

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| *The Administrator should detail any measures to be put in place to escalate the issue when they become aware of circumstance that may lead to default or insolvency. The Administrator must notify the Principal of any substantial breach or insolvency comes into effect.*  *Warning signs that the Contractor may be experiencing financial issues should be listed.*  **Refer Appendix Q** |

# Queensland Government Policies or Legislation

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| --- |
| Details of any formal reporting requirements and how the contractor will be monitored to ensure compliance with any government policies or legislation is to be detailed.  Examples would include:   * Monthly reporting for Queensland Procurement Policy * Project Outcome Report for Queensland Procurement Policy and Queensland Charter for Local Content * Monitoring of contractor compliance with the QLD Government Building and Construction Training Policy throughout construction * Indigenous training and economic opportunities compliance for Indigenous Projects   Policies and legislations change from time to time. Please contact P&CU for further information.  **Refer Appendix R** |

# Contract Close Out

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| *Process to closeout the contract is to be detailed to include but not be limited to the management of defects, reduction and return of securities, final payments/certification, final reports, record keeping, lessons learned and knowledge capture.*  **Refer Appendix S** |

Appendix A – Scope of the Contract

Project Number:

Local Authority:

Road:

Location:

Scope of Work:

The existing carriageway is to be widened, with provision of noise barriers, fencing.

The scope includes:

* full reconstruction of the existing carriageway including lowering of the gradeline from
  + Ch4500 to Ch5120 (approx.) (Sample Road)
* minor widening into the median

Contractor:

Date of the Letter of Acceptance:

Schedule Date for Practical Completion:

Original Date for Practical Completion (list Separable Portions):

Contract Sum: $\_\_\_\_\_\_\_\_\_\_\_

Out of Scope:

For example: bus stops, rest area facilities, downstream drainage, replace / upgrade or refurbish electrical facilities (emergency phones, solar panels, signal controllers, and so on).

Others, for example

* urgent issues (political, timing, interfacing with other projects)
* any unresolved matters (relocation of public utility plant, resumptions, land access requirements, accommodation works, and so on)
* provisional items – particularly where there may be a potential for dispute, example, the description of the provisional item may be ambiguous, and a contractor may claim an item of work is included in that provisional item whereas it might be in another rate, or where the quantities included in the contract may be sensitive therefore requiring the planning of any contingencies
* community engagement
* any alternative designs or designs by the Contractor
* influences that may affect the Project, and
* special requirements for the project including high risk requirements, critical activities or milestones, constraints (for example piling restrictions, traffic restrictions, noise, public interaction, and so on)
* assumptions that require clarification, as these may affect the risk assessment.

Appendix B – Risk Management Program

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| Risk register template | | | | | | | | | | | | | |
| Risk descriptions | | | | Inherent risk assessment | | | Proposed controls | Target risk rating | Residual risk assessment | | | Person responsible | Review / reporting |
| Risk | Risk owner | Cause/s | Impact/s | Consequence (worst thing) | Likelihood (most likely situation) | Inherent risk rating | Mitigation description (Improvement controls and activities) | Acceptable risk rating after mitigation | Consequence (worst thing) | Likelihood (Most likely situation) | Residual risk rating | Manager responsible for actions | Report on risk treatment status |
| **Example only** | | | | | | | | | | | | | |
| Inefficient use of existing staff | YZ | Underdeveloped workforce | Poor quality and inability to deliver Program of Works | Major | Almost certain | Extreme | Enterprise resource planning  Resource planning at project level | Possible | Major | High | Medium | XY | Status of resourcing planning  HR Committee  Quarterly |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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