

# Implementation Plan for Queensland Symphony Orchestra Co-Location Project

## NATIONAL PARTNERSHIP AGREEMENT ON LOCAL GOVERNMENT AND REGIONAL DEVELOPMENT

### PRELIMINARIES

1. This Implementation Plan is created subject to the provisions of the **National Partnership Agreement on Local Government and Regional Development** and should be read in conjunction with that Agreement. The objective in the National Partnership is to improve the capacity, resilience and infrastructure in communities and build capacity and resilience of local governments.
2. The Commonwealth has agreed to provide financial assistance of \$9 million for co-location of the Queensland Symphony Orchestra within the new headquarters of the Australian Broadcasting Corporation at South Bank in Brisbane. The Project is scheduled for completion by early 2012.
3. Where there are inconsistencies between this Implementation Plan and the Guidelines for Regional Development and Local Government Programs as they relate to projects that are being implemented solely by a State or Territory government agency or jointly with a Local Government Participating Authority, the provisions of the National Partnership will apply.

### TERMS OF THIS IMPLEMENTATION PLAN

4. This Implementation Plan will commence as soon as it is agreed between the Commonwealth of Australia, represented by Minister for Infrastructure, Transport, Regional Development and Local Government, and the State of Queensland, represented by the Minister for the Arts.
5. This Implementation Plan will cease on completion of the project (scheduled for completion of the full project in early 2012) as specified in this Implementation Plan, including the acceptance of final performance reporting and processing of final payments against project milestones specified in this Implementation Plan.
6. This Implementation Plan may be varied by written agreement between the Ministers.
7. Either Party may terminate this agreement by providing *30 days* notice in writing. Where this Implementation Plan is terminated, the Commonwealth's liability to make payments to the

State is limited to payments associated with project milestones achieved by the State by the date of effect of termination of this Implementation Plan.

8. The Parties to this Implementation Plan do not intend any of the provisions to be legally enforceable. However, that does not lessen the Parties' commitment to this Implementation Plan.

## PROJECT OBJECTIVE

9. The objective in this Implementation Plan is co-locate the Queensland Symphony Orchestra in the new headquarters of the Australian Broadcasting Corporation. This will involve construction of 1000m<sup>2</sup> of fitted out office and support space and a 600m<sup>2</sup> media production and rehearsal studio.

## PROJECT OUTCOMES

10. The Project will facilitate the following Outcomes:
  - a) a secure home for the ongoing administration and education and cultural programs of the Queensland Symphony Orchestra;
  - b) a new state of the art media production and rehearsal studio for Queensland Symphony Orchestra, enabling greater public attendance at performances;
  - c) the creation of 48 jobs during the construction phase – 4 short term and 44 for the life of the project; and
  - d) an estimated 104 additional jobs retained or generated overall.

## PROJECT OUTPUTS

11. The objectives and outcomes will be achieved by:
  - a) construction of 1000m<sup>2</sup> of office and support space, including fit out of work stations, furniture, fixed joinery and floor coverings;
  - b) construction of a 600m<sup>2</sup> media production and rehearsal studio; and
  - c) 40 year occupancy at the new Australian Broadcasting Corporation headquarters.

## ROLES AND RESPONSIBILITIES

### Role of the Commonwealth

12. The Commonwealth is responsible for reviewing the State's performance against the project milestones specified in this Implementation Plan and providing any consequential financial contribution to the State for that performance.

## Role of the State

13. The State is responsible for:
  - (a) paying the State's financial contributions, the Commonwealth's financial contribution and the financial contribution of any third party, in accordance with the agreed milestones;
  - (b) managing the implementation and completion of the project in a timely and professional manner in accordance with this Implementation Plan, and ensuring adherence to the National Code of Practice for the Construction Industry, and the Australian Government Building and Construction OHS Accreditation Scheme; and
  - (c) meeting all conditions and project milestones that apply to the State, including providing reports in accordance with this Implementation Plan.

## PERFORMANCE REPORTING AND FINANCIAL ARRANGEMENTS

14. The maximum financial contribution to be provided by the Commonwealth for the project is \$9 million payable in accordance with project milestones set out in Table 1. All payments are exclusive of GST.

Table 1 Schedule

	Project Milestones	Due Date	Amount
	<p>Acceptance of Progress Report 1 to the satisfaction of the Commonwealth which demonstrates:</p> <ul style="list-style-type: none"> <li>a) Execution of the Implementation Plan;</li> <li>b) Execution of the development lease (Australian Broadcasting Corporation (ABC)/South Bank Corporation (SBC),</li> <li>c) Execution of the Deed of Agreement between Arts Queensland (AQ) and Queensland Symphony Orchestra (QSO);</li> <li>d) Site establishment and commencement of ground works including services relocation and diversion, removal of earth works, commencements of piling, demolition of existing QLD Conservatorium of Music stairs (completed);</li> <li>e) Confirmation of the State Government contribution to the QSO fundraising program; and</li> <li>f) Photographic evidence of the approved project sites pre-construction.</li> </ul>	<p>On Date of execution of the Implementation Plan</p>	<p>\$2,000,000</p>
	<p>Acceptance of Progress Report 2 to the satisfaction of the Commonwealth which demonstrates:</p> <ul style="list-style-type: none"> <li>a) Completion of detailed design (for all QSO areas other than MPS);</li> <li>b) Submission of a revised timeline for QSO specific work and satisfactory evidence of the construction contract awarded by the ABC;</li> <li>c) Commencement of formal lease and sub-lease negotiations between ABC, QSO and AQ;</li> <li>d) Any available building approvals and licences (at this point of the project) be provided to Arts Queensland by the QSO, through the ABC;</li> <li>e) Progress of construction: <ul style="list-style-type: none"> <li>a. Completion of excavation works for basement;</li> <li>b. Completion of piling;</li> <li>c. Tenders let for all structural, services and facades;</li> <li>d. Commencement of basement slab works; and</li> </ul> </li> <li>f) Photographic evidence which demonstrates achievement of project milestone 2.</li> </ul>	<p>Expected by 1/09/2010</p>	<p>\$1,000,000</p>
	<p>Acceptance of Progress Report 3 to the satisfaction of the Commonwealth which demonstrates:</p> <ul style="list-style-type: none"> <li>a) Progress of construction: <ul style="list-style-type: none"> <li>a. 80% completion of roof structure;</li> <li>b. Commencement of QSO level 3 facade;</li> <li>c. Commencement of masonry to MPS;</li> </ul> </li> <li>b) Confirmation of sufficient partnership funding to ensure completion of the project; and</li> <li>c) Photographic evidence which demonstrates achievement of project milestone 3.</li> </ul>	<p>Expected by 1/02/2011</p>	<p>\$3,000,000</p>

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	<p>Acceptance of Progress Report 4 to the satisfaction of the Commonwealth which demonstrates:</p> <ul style="list-style-type: none"> <li>a) Progress of construction: <ul style="list-style-type: none"> <li>a. Completion of roof structure;</li> <li>b. Completion of building weatherproofing;</li> <li>c. Completion of finishing and fit out of basement plant rooms and stores</li> <li>d. Completion of masonry to MPS</li> <li>e. Completion of walls, floors and ceilings to QSO level 3 office accommodation and store rooms;</li> <li>f. Completion of walls, floors and ceilings to the Multi Purpose Studio (MPS) and associated control rooms;</li> <li>g. Completion of ground floor QSO designated music practice facilities – band room</li> </ul> </li> <li>b) Photographic evidence which demonstrates achievement of project milestone 4; and</li> <li>c) Preparatory work for QSO co-location commenced.</li> </ul>	<p>Expected by 17/05/2011</p>	<p>\$3,000,000</p>
	<p>Acceptance of the Final Report for the Commonwealth funded component of the project to the satisfaction of the Commonwealth which demonstrates evidence of completion of construction and commissioning works.</p>	<p>31/10/2011</p>	<p>Nil</p>
	<p>Receipt of a one page summary from the State Government which provides photographic evidence of the completion of the project.</p>	<p>1/03/ 2012</p>	<p>Nil</p>

Note: In the event of partial performance of the milestones (ie one or more project milestones are not achieved as evidenced in the progress reports), a payment proportional to the achievement of the milestone will be paid. The remaining amount will be paid following satisfactory completion of the milestone.

15. Any Commonwealth financial contribution payable will be processed by the Commonwealth Treasury and paid to the State Treasury in accordance with the payment arrangements set out in Schedule D of the *Intergovernmental Agreement on Federal Financial Relations*.

## BUDGET

16. The overall project budget (exclusive of GST) is set out in Table 2.

**Table 2: Overall project budget (\$ million)**

Expenditure item	C'wealth (excl GST) \$ million	State (excl GST) \$ million	Other (excl GST) \$ million	Total (excl GST) \$ million
(i) Completion of detailed design, award of contract for construction	1.0			1.0
(ii) Site establishment and commencement of early civil works	1.0			1.0
(iii) Construction	7.0	2.5	1.725	11.225
(iv) Fit out			0.275	0.275
(v) Completion of construction and commissioning works		0.1		0.1
(vi) Planning for QSO relocation		0.4		0.4
<b>TOTAL</b>	<b>9.0</b>	<b>3.0</b>	<b>2.0</b>	<b>14.0</b>

Other contributions – Queensland Symphony Orchestra \$2m

17. For this project, the Commonwealth will make a financial contribution capped at \$9 million; the State will make a financial contribution capped at \$3 million, and the QSO a financial

contribution capped at \$2 million as specified in Table 2 of this Schedule. Where the costs of the QSO project exceed the agreed estimated costs, the State will work with the QSO to ensure satisfactory value for money facility outcomes are delivered for the project within available funding.

## PERFORMANCE REPORTING

18. The Queensland Symphony Orchestra, will provide progress reports to the Commonwealth (through and to the satisfaction of Arts Queensland) to demonstrate its achievement of project milestones set out in Table 1.
19. Each progress report is to contain the following information:
  - (a) a description of actual performance of the project to date against the project milestones;
  - (b) promotional activities undertaken in relation to, and media coverage of, the project during the reporting period;
  - (d) a description of the work that will be undertaken to complete the remaining project milestones and any expected promotional opportunities during the next reporting period; and
  - (d) details of mitigating circumstances and remedial action undertaken in the event a project milestone is not met or completed in the manner and/or by the time specified.
20. The final project report is due within 60 business days of the completion of the Commonwealth funded component of the project or termination of this Implementation Plan.
21. The final project report will be a stand-alone document that can be used for public information dissemination purposes regarding the project and must:
  - (a) describe the conduct, benefits and outcomes of the project as a whole;
  - (b) evaluate the project, including assessing the extent to which the objective in this Implementation Plan has been achieved and explaining why any aspects were not achieved; and
  - (c) include a discussion of any other matters relating to the project, limited to the minimum necessary for the effective evaluation of the project, which the Commonwealth notifies the State should be included in the final project report at least 30 days before it is due.
22. All progress reports and the final report must contain photographic evidence to a standard acceptable to the Department, which clearly demonstrates the achievement of project milestones.
23. The Queensland Symphony Orchestra or the State (where applicable) will provide the Commonwealth with a licence (including a right to sublicense) to use, reproduce and adapt the photographs referred to in Clause 22 for any Commonwealth purpose.

24. Where projects are funded from sources other than the Commonwealth and the Commonwealth's final payment is made prior to full completion of the project, the State is responsible for providing the Commonwealth with a report containing photographic evidence to a standard acceptable to the Department, which clearly demonstrates the project has been fully completed. This report is due within 60 business days of the full completion of the project.

## ACKNOWLEDGEMENT AND PUBLICITY

25. Signage acknowledging the financial and other support of the Commonwealth, to be provided by the Commonwealth, will be erected and maintained for a period determined in writing between the Parties.
26. The Commonwealth will be notified one month prior to any promotional events including launches and visits for the project and an invitation extended to the Minister or his delegate to attend.

## NOTICES

27. A notice relating to this project, rather than the Agreement generally, is to be in writing and dealt with as follows:
  - (a) if given by the State to the Commonwealth:

Section Head  
Infrastructure Employment Projects  
Department of Infrastructure, Transport, Regional Development and Local Government  
GPO Box 594  
CANBERRA ACT 2601

Ph: 02 6274 6815  
Fax: 02 6274 8009  
Email: michelle.poyser@infrastructure.gov.au
  - (b) if given by the Commonwealth to the State:

Principal Project Officer  
Infrastructure Planning and Projects Unit  
Arts Queensland  
P O Box 1436  
BRISBANE QLD 4001

Ph: 07 3235 4517  
Fax: 07 3235 4001  
Email: stephen.jedrisko@arts.qld.gov.au