

ANNEXURE to the Australian Standard General
Conditions of Contract for Engagement of
Consultants**PART A***Item*

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| 1. | The <i>Brief</i> is comprised in the following <i>Documents</i> : (Clause 1) | (1) Schedule 1: Services – General (2) Schedule 2: Services – Project Specific (3) Schedule 3: Project Details (4) Schedule 4: Notes on Publications, Policies and Guide Notes for Consultants (Professional Service Contractors) (5) Schedule 5: Services Matrix (6) Briefing Documents |
| 2. | (a) The <i>Client</i> or Principal is: (Clause 1) (b) The <i>Client's</i> or Principal's address is: | Minister for Infrastructure and Transport Level 14, 83 Pirie Street ADELAIDE SA 5000 |
| 3. | (a) The <i>Consultant</i> is: (Clause 1) (b) The <i>Consultant's</i> address is: | ACN ABN |
| 4. | The law applicable is that of the State of (Clause 1) | South Australia |
| 5. | The <i>Contract documents</i> are: (Clause 2) | (1) The Instrument of Agreement. (2) AS4122-2000 General Conditions of Contract for Engagement of Consultants and its Annexures Parts A, B and C [delete if Novation is not applicable required]. (3) The <i>Brief</i> being the documents stated in Item 1. (4) Industry Participation Policy Plan (5) Tender Form and Schedule of Information (6) Code of Practice for the South Australian Construction Industry (7) Monthly Compliance Statement Pro Forma (8) Government Building Energy Strategy 2013-2020 |
| 6. | (a) If required by Clause 3(b), the <i>Consultant</i> shall submit a Program for carrying out the <i>Services</i> : (Clause 3(b)) | Yes |

- | <p>(b) If yes, the Program shall be in the following form:
(Clause 3(b))</p> | <p>Statement in writing showing the dates by which the various stages or parts of the work under the Contract are to be completed including sequence of work, critical path, activity inter-relationships and external dependencies.</p> | | | | |
|--|---|-------------|-------------------------------|---|--|
| <p>(c) If yes, the <i>Program</i> shall be submitted at the following time: (Clause 3(b))</p> | <p>Monthly</p> | | | | |
| <p>7. Key personnel: (Clause 3(g))</p> | <table border="0"> <thead> <tr> <th style="text-align: left;"><u>Name</u></th> <th style="text-align: left;"><u>Work to be carried out</u></th> </tr> </thead> <tbody> <tr> <td colspan="2">[</td> </tr> </tbody> </table> | <u>Name</u> | <u>Work to be carried out</u> | [| |
| <u>Name</u> | <u>Work to be carried out</u> | | | | |
| [| | | | | |
| <p>8. Fees and charges to satisfy Legislative Requirements payable by the Consultant: (Clause 4(f))</p> | <p>Nil</p> | | | | |
| <p>9. The <i>Client's</i> representative is: (Clause 6.1)</p> | <p>Executive Director, Infrastructure Delivery Department for Infrastructure and Transport</p> | | | | |
| <p>10. The <i>Consultant's</i> representative is: (Clause 6.2)</p> | <p></p> | | | | |
| <p>11. Intellectual Property Rights – Alternative applying: (Clause 8.1)</p> | <p>Alternative 2</p> | | | | |
| <p>12. If Alternative 2 applies, the additional fee payable to the <i>Consultant</i> to vest the <i>Intellectual Property Right</i> in or relating to the <i>Contract Material</i> in the Client: (Clause 8.1)</p> | <p>Nil</p> | | | | |
| <p>13. Additional Purposes for which <i>Contract Material</i> may be used: (Clause 8.2)</p> | <p>Reference information for use on other Government building projects</p> | | | | |
| <p>14. The <i>Consultant's</i> liability is limited as follows: (Clause 9.1)</p> | <p>As set out in clause 9.1.1</p> | | | | |
| <p>15. (a) Amount of professional indemnity insurance shall be: (Clause 10.1)</p> | <p><u>\$5,000,000</u> if the <i>Consultant's Fee</i> is \$5,000,000 or less.</p> <p><u>\$10,000,000</u> if the <i>Consultant's Fee</i> is greater than \$5,000,000 but equal to or less than 10,000,000.</p> <p><u>\$20,000,000</u> if the <i>Consultant's Fee</i> is greater than \$10,000,000. and in any case, the above amount is per claim and in aggregate.</p> | | | | |

- (b) The period for which professional indemnity insurance shall be maintained is:
(Clause 10.1) The period of the contract and a minimum of seven years after completion of the Services
16. The amount of public liability insurance shall be:
(Clause 10.2) \$10,000,000 if the *Consultant's Fee* is \$10,000,000 or less.
\$20,000,000 if the *Consultant's Fee* is greater than \$10,000,000.
and in any case, the above amount is per occurrence and in aggregate.
17. Claims for payment shall be made:
(Clause 13.1) By the 28th day of each month
18. (a) The *Consultant's Fee* shall be determined as follows:
(Clause 13.2)
- | <u>Part</u> | <u>Fee (inc. GST)</u> |
|--|---------------------------------|
| 1. Concept (Fixed) | \$ |
| 2. Design, Documentation & Tender (Fixed/Indicative) | \$ |
| 3. Construction & Review (Fixed/Indicative) | \$ |
| PC Sum - DPSCs | \$ |
| | |
| <u>Level of Task</u> | <u>Rate per hour (inc. GST)</u> |
| Director | \$ |
| Associate | \$ |
| Senior Architect/Engineer | \$ |
| Architect/Engineer | \$ |
| Senior Technical Officer | \$ |
| Technical Officer | \$ |
- (b) The expenses and disbursements to be reimbursed to the *Consultant* shall be:
(Clause 13.2)
- | <u>Part</u> | <u>Disbursements (inc. GST)</u> |
|--|---------------------------------|
| 1. Concept (Fixed) | \$ |
| 2. Design, Documentation & Tender (Fixed/Indicative) | \$ |
| 3. Construction & Review (Fixed/Indicative) | \$ |
- (c) The total *Consultant's Fee*, including all fees and disbursements incurred according to Items 18(a) and 18(b), is not to exceed: [\$] (inc GST)
19. The times and place for payment shall be:
(Clause 13.3) (1) No later than 15 days after the date of submission of a claim for payment

- (2) Place of Payment: Level 4, 83 Pirie Street,
Adelaide SA 5000
20. The rate of interest on overdue payment is:
(Clause 13.4) Nil per cent per annum
- 20A. Statutory Declaration required prior to each
payment (clause 13.5) Yes
21. The deemed frustration date if Services are
not completed:
(Clause 14.1) 12 months after the commencement of delay
22. Arbitration and Expert Determination
(Clause 15)
- (a) Person to nominate an arbitrator or
Expert
(Clause 15.3) Executive Director, Infrastructure Delivery
Department for Infrastructure and Transport
- (b) Rules for arbitration:
(Clause 15.3) Rules 5-18 of the Rules of The Institute of
Arbitrators & Mediators Australia for the Conduct of
Commercial Arbitrations.
- (c) Rules for expert determination
(Clause 15.4) The Guidelines for Expert Determination of the
Australian Commercial Disputes Centre.
23. Operation of Proportionate Liability
Legislation (Clause 31):
Does clause 31 apply? Yes/ No [yes if novating]
24. Consultant as Local Provider (Clause 32):
Does clause 32 apply? Yes/No
[Yes if the value of the contract is greater than
\$55,000 – unless an exemption has been granted]