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

Item

|  |  |
| --- | --- |
| 1. The *Brief* is comprised in the following *Documents:*

 (Clause 1) | 1. Schedule 1: Services – General
2. Schedule 2: Services – Project Specific
3. Schedule 3: Project Details
4. Schedule 4: Notes on Guide Notes for professional service contractors
5. Schedule 5: Services Matrix
6. Energy Efficiency Action Plan
 |
| 1. (a) The *Client* or Principal is:

 (Clause 1) | Minister for Transport and Infrastructure |
| 1. The *Client’s* or Principal’s address is:
 | Level 12 Roma Mitchell House136 North TerraceADELAIDE SA 5000 |
| 1. (a) The *Consultant* is:

 (Clause 1) | Leave blank, this is to be inserted after the consultant has been engaged |
|  | ACN |  | ABN |  |
| 1. The *Consultant’s* address is:
 | Leave blank, this is to be inserted after the consultant has been engaged |
| 1. The law applicable is that of the State of

 (Clause 1) | South Australia |
| 1. The *Contract documents* are:

 (Clause 2) | 1. These AS4122-2000 General Conditions of Contract for Engagement of Consultants and Annexure Parts A and B.
2. The *Brief* being the documents stated in Item 1.
3. DPTI Publications and Guide Notes for professional service contractors
4. Addenda and other correspondence issued during the tender period
5. Tender Form and Schedule of Information
6. Code of Practice for the South Australian Construction Industry
 |
| 1. (a) If required by Clause 3(b), the *Consultant* shall submit a Program for carrying out the *Services*:

 (Clause3(b)) | Yes |
|  (b) If yes, the Program shall be in the following form: (Clause 3(b)) | 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. |
|  (c) If yes, the *Program* shall be submitted at the following time: (Clause 3(b)) | Monthly |
| 1. Key personnel:

 (Clause 3(g)) | Name Work to be carried outLeave blank, this is to be inserted after the consultant has been engaged |
| 1. Fees and charges to satisfy Legislative Requirements payable by the Consultant:

 (Clause 4(f)) | Nil |
| 1. The *Client*’s representative is:

 (Clause 6.1) | Chief Corporate OfficerPeople and Business DivisionDepartment of Planning, Transport and Infrastructure |
| 1. The *Consultant*’s representative is:

 (Clause 6.2) | Leave blank, this is to be inserted after the consultant has been engaged |
| 1. Intellectual Property Rights – Alternative applying:

 (Clause 8.1) | Alternative 2 |
| 1. If Alternative 2 applies, the additional fee payable to the *Consultant* to vest the *Intellectual Property Right* in or relating to the *Contract Material* in the Client:

 (Clause 8.1) | Nil |
| 1. Additional Purposes for which *Contract Material* may be used:

 (Clause 8.2) | Reference information for use on other Government building projects |
| 1. The *Consultant’s* liability is limited as follows:

 (Clause 9.1) | UnlimitedLeave blank |
| 1. (a) Amount of professional indemnity insurance shall not be less than:

 (Clause 10.1) | $10 millionAmount of Professional Indemnity Insurance Cover for range of Project Risks and Services Risks:Project Risk LowProject Service RiskValue Low Moderate High Extreme$0-$5M $1M $1M $2M $2M$5-$10M $2M $2M $2M $5M$10-$50M $2M $5M $5M $5MOver $50M $5M $5M $10M $10MProject Risk ModerateProject Service RiskValue Low Moderate High Extreme$0-$5M $1M $2M $2M $5M$5-$10M $2M $2M $5M $5M$10-$50M $5M $5M $5M $10MOver $50M $10M $10M $10M $10MProject Risk HighProject Service RiskValue Low Moderate High Extreme$0-$5M $2M $2M $5M $5M$5-$10M $2M $5M $5M $5M$10-$50M $5M $5M $10M $10MOver $50M $10M $10M $10M $10MProject Risk ExtremeProject Service RiskValue Low Moderate High Extreme$0-$5M $2M $5M $5M $10M$5-$10M $5M $5M $10M $10M$10-$50M $10M $10M $10M $10MOver $50M $10M $10M $10M $10M |
| (b) The period for which professional indemnity insurance shall be maintained is: (Clause 10.1) | The period of the contract and a minimum of five years after completion |
| 1. The amount of public liability insurance shall not be less than:

 (Clause 10.2) | $20 millionPublic liability should be:$2 million on projects up to $2 million,$5 million on projects between $2 million and $4 million, andfor projects over $4 million a project specific assessment to be made in consultation with Manager Building Management Contracts  |
| 1. Claims for payment shall be made:

 (Clause 13.1) | By the 28th day of each month |
| 1. (a) The *Consultant’s* fee shall be determined as follows:

 (Clause 13.2) | Part Leave table blank, this is to be inserted after the consultant has been engaged | Fee |
|  |  |
|  |  |
|  |  |
| Level of Task | Rate per hour |
| Director | Leave blank |
| Associate | this is to be  |
| Senior Architect/Engineer | inserted after the  |
| Architect/Engineer | consultant has  |
| Senior Technical Officer | been engaged |
| Technical Officer |  |
|  (b) The expenses and disbursements to be reimbursed to the *Consultant* shall be: (Clause 13.2) | Part  | DisbursementsList Disbursements listed in the Conditions of Tender Schedule 2, Clause 2.9 and then leave blank as details are to be inserted after the consultant has been engaged |
| 1. The times and place for payment shall be:

 (Clause 13.3) | 1. No later than 30 days after the date of submission of a claim for payment
2. Place of Payment: Level 2, 211 Victoria Square, Adelaide SA 5000
 |
| 1. 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 No(Yes for all Prequalification category 1,2 consultant services: No for category 3 consultant services) |
| 1. The deemed frustration date if Services are

 not completed: (Clause 14.1) | 12 months after the commencement of delay |
| 1. Arbitration and Expert Determination

 (Clause 15) |  |
|  (a) Person to nominate an arbitrator or Expert (Clause 15.3) | Chief Corporate OfficerPeople and Business DivisionDepartment of Planning, Transport and Infrastructure |
|  (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. |