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| SCOPE |
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| Boundary Hill East Detailed Design |
| CONTRACT NO: T2526.04 |

interpretation and definitions

* + 1. (**Documents comprising this Scope**)The Scope comprises the following documents:
			1. Technical Specification
			2. General Specification
			3. Appendix A – Pricing Schedule
		2. (**Precedence)** If there is any ambiguity, inconsistency, conflict or discrepancy between any of the documents listed in clause 1.1, then the document which contains the higher standard or more onerous obligation will prevail. If that does not resolve the ambiguity, inconsistency, conflict or discrepancy then the documents will take precedence in the order set out in clause 1.1 with the document listed at 1.1(a) being the highest in the order.

approvals and other law

* + 1. (**Identifying, obtaining and maintaining Approvals**) The Supplier must identify and notify the Principal of all Approvals which are necessary for the proper performance of the Services (other than Approvals which the Principal has advised the Supplier it has already obtained). The Supplier must obtain and maintain all such Approvals until all of the Supplier’s other obligations under the Contract are complete. The cost of obtaining and maintaining all such Approvals shall be borne by the Supplier.
		2. (**Compliance**) The Supplier must and must ensure that its Personnel comply with all Approvals and other law which are in anyway applicable to the Services, including, unless the Contract expressly provides otherwise, by paying all fees, royalties, levies, charges, costs, expenses, taxes or duties.
		3. (**Obtaining or granting of Approvals by Principal**) The Principal gives no warranty and makes no representation that:
			1. it will be able to obtain, or obtain within any particular time; or
			2. where the Principalis the relevant Authority, that it will grant,

any Approval required for the Supplierto perform the Services.

* + 1. (**No fetter**)Nothing in the Contract shall be taken to fetter the power, rights or authority of the Principalas the sublessor under the *Land Act 1994* (Qld) or an Authority under the *Local Government Act 2009* (Qld), the *Local Government Regulation 2012* (Qld) or any other law.
		2. (**Obligation to report breach**) The Supplier must notify the Principal immediately if it becomes aware of or reasonably suspects in the course of carrying out its obligations under the Contract, that the Supplier has breached an obligation under clauses 3.1, 3.2 or 3.3. Unless otherwise directed by the Principal, the Supplier must take immediate steps to remedy such a breach at its expense.

procurement services

* + 1. Where the Services require the Supplier to manage, conduct or otherwise participate in a Procurement Process for the engagement of a contractor or other supplier by the Principal, then the Supplier must, and must ensure that its Personnel, to the extent that it is within the control of the Supplier or its Personnel ensure that the procurement process is conducted consistently with:
			1. the Principal’s procurement policy;
			2. the *Local Government Act 2009* (Qld) and the *Local Government Regulation 2012* (Qld);
			3. the requirements of the request for tender or request for quotation documentation issued to tenderers;
			4. any probity plan or evaluation plan implemented for the Procurement Process;
			5. principles of probity; and
			6. Good Industry Practice,

with a view to ensuring that the selected contractor or supplier is the most advantageous to the Principal having regard to the sound contracting principles in section 104 of the *Local Government Act 2009* (Qld).

superintendent services

* + 1. (**Primary** **obligations**) Where the Services require the Supplier or any of its Personnel to fulfil the role and functions of the Superintendent or similar under a Construction Contract, the Suppliermust, and must ensure that its Personnel, in doing so:
			1. comply with and act consistently with any requirements of the Construction Contract as to the manner in which those roles and functions are to be fulfilled including (where applicable) by:
				1. giving any directions, documents or notices required or permitted to be given by the superintendent under the Construction Contract; and
				2. assessing all claims made under the Construction Contract,

in accordance with the requirements of the Construction Contract for the giving of such directions, documents and notices and the making of such assessments;

* + - 1. use its or their reasonable endeavours to ensure that the Construction Contractor complies with the Construction Contract, including by exercising the available rights and powers of the superintendent under the Contract;
			2. keep the Principal fully informed of all relevant matters under the Construction Contract;
			3. unless and then only to the extent (if any) that to do so would be inconsistent with the Construction Contract:
				1. act as the Principal's agent;
				2. act in the best interests of the Principal;
				3. seek and act in accordance with the instructions of the Principal; and
				4. do all other things necessary to protect the Principal's rights and interests under the Construction Contract.
		1. (**No waiver or limitation**) The Supplier must not, and must ensure that its Personnel do not, do or omit to do anything where that act or omission could operate so as to waive or limit the rights of the Principal under or in connection with the Construction Contract or otherwise prevent the Principal from exercising any right under or in connection with the Construction Contract.
		2. (**Security of payments**) The Supplier:
			1. is authorised to prepare and issue payment schedules in response to any payment claims made by the Construction Contractor pursuant to the *Building Industry Fairness (Security of Payment) Act 2017* (Qld) in relation to the Construction Contract;
			2. must take all reasonable steps to identify all documents which may constitute such payment claims and immediately provide a copy of such documents to the Principal;
			3. if requested by the Principal, promptly give to the Principal a copy of the payment claim and any other information or documentation required by the Principal in connection with the payment claim;
			4. must provide such other assistance as the Principal may reasonably require in connection with the payment claim and any related proceedings whether under the Act or otherwise.
		3. (**Definitions**) In this clause:
			1. **Construction Contract**means a construction contract between the Principal and the Construction Contractor for the construction of any works the subject of the Services, and includes any construction contract specifically identified in the Contract;
			2. **Construction Contractor** means the contractor engaged by the Principal under the Construction Contract;
			3. **Superintendent** means the person appointed to fulfil the role and functions of the superintendent pursuant to a Construction Contract, and includes a superintendent’s representative.

design services

* + 1. (**Design services**) In addition to the warranties and representations contained in the General Conditions, where the Services include Design Work, the Supplierwarrants and represents that the works the subject of the Design Work are neither over-designed nor under-designed and that to the extent to which it is within the control of the Supplier, any works constructed in accordance with the Design Documents will:
			1. meet or exceed the minimum performance characteristics and standards identified in the Contract;
			2. be fit for the purpose or purposes stated in or to be reasonably inferred from the Contract and any other purpose for which such works are commonly provided or which has been made known by the Principal to the Supplier; and
			3. be capable of achieving the Design Life.
		2. (**Use of Design Documents**) In addition to the rights provided under clause 31 of the General Conditions, the Supplier consents to the Principal using, copying, reproducing, modifying and adapting the Design Documents for any purpose in connection with the construction, use, maintenance, operation, modification or replication of the Works or works similar to the Works.
		3. (**Definitions**) In this clause:
			1. **Design Documents** means the drawings, specifications and other information, samples, models, patterns and the like (if any) required by the Contract and created (including by the Supplier) as part of the Services;
			2. **Design** **Life** means the design life stated in or to be reasonably inferred from the Scope;
			3. **Design** **Work** means the preparation, review, modification or certification of any documentation describing the design and/or specification requirements of any work or item;
			4. **Works** means the works the subject of the Design Documents.

Principal Supplied Information and Other Investigations

* + 1. (**Definitions**) In this clause “**Principal Supplied Information”** means any information relating to the Contract which does not form part of the Contract but which is or has been provided or made available by or on behalf of the Principalto the Supplierin any form, whether such information is made available before or after the date of the Contract.
		2. (**Acknowledgement and agreement by Supplier**) The Supplier acknowledges and agrees that:
			1. the Principal gives no warranty and makes no representation in respect of this Contract. Without limiting this, the Principal gives no warranty and makes no representation:
				1. that the Principal Supplied Information is accurate, adequate or complete; and
				2. as to the physical condition, suitability or other characteristics of the Site;
			2. the Supplier has not relied and will not rely on the Principal Supplied Information unless and until the Supplier has independently verified the adequacy, accuracy and completeness of that information;
			3. the Supplier:
				1. has carefully, thoroughly and critically reviewed, examined, investigated, inspected and checked the Principal Supplied Information and the Site and undertaken all other necessary enquiries and investigations to satisfy itself of the suitability of the Site to enable the Supplier to comply with its obligations under this Contract and of any other logistical considerations, risks, contingencies and other circumstances which could have an effect on the cost of carrying out and completing Services or compliance with the Supplier's other obligations under the Contract;
				2. the Supplier has made its own interpretations, deductions and conclusions from such enquiries and investigations and accepts full responsibility for those interpretations, deductions and conclusions; and
				3. the Supplier, having undertaken those enquiries and investigations, accepts the risk of any inadequacy, inefficiency, deficiency or fault in the Site and that it can and will carry out and complete the Services in accordance with the Contract and comply with its other obligations under the Contract for the Price (as adjusted pursuant to the Contract); and
		3. (**No liability**) The Principal shall not be liable upon any Claim by the Supplier in connection with the Principal Supplied Information or the physical condition, suitability or other characteristics of the Site.