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| SCOPE |
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| Register of Prequalified Suppliers (ROPS) Bitumen Sealing and Associated Services 2025 - 2026 |
| CONTRACT NO: T2526.04 |

interpretation and definitions

* + 1. (**Documents comprising this Scope**)The Scope comprises the following documents:
			1. Technical Specifications;
			2. General Specifications;
			3. Appendix A – Pricing Schedule;
			4. Appendix B – MTRS11-1Annexure
		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.
		3. (**Definitions)** In this Scope:
			1. **Code of Practice 2021** means the‘Managing the risk of plant in the workplace Code of Practice 2021’ as may be amended or replaced from time to time;
			2. **Contract** has the same meaning as in the General Conditions;
			3. **General Conditions** means the general conditions of contract which form part of the Contract into which this Scope is incorporated;
			4. **Good Industry Practice** has the same meaning as in the General Conditions;
			5. **Personal Protective Equipment** means anything used or worn by a person to minimise risk to the person’s health and safety, including air supplied respiratory equipment;
			6. **Personnel** has the same meaning as in the General Conditions;
			7. **Plant and Equipment** means the items of plant and/or equipment required to complete the WUC;
			8. **Schedule of Rates** means the document setting out the rates agreed between the Principal and Supplier for the provision of the Services included at Schedule 1 of the Contract as amended by agreement in writing between the Parties (including in a Work Order);
			9. **Scope** means this document and any other documents incorporated into it.
			10. **Services** has the same meaning as in the General Conditions and as described in this Scope;

REquirEments

* + 1. **(Product)** The product includes the following items:
* Seal design;
* Supply, cartage, heating and spraying of bitumen/cutback bitumen/rubberised bitumen;
* Preparation of the surface (eg. Brooming);
* Incorporation, heating and spraying of cutter and additive;
* Supply, spreading and rolling of cover aggregate;
* Sampling of each sprayer load; and
* Traffic Control.

SUPPLIER’S personNel

* + 1. (**Further requirements on Personnel**) In addition to any other requirement in the Contract, the Supplier must ensure that its Personnel:
			1. are familiar with and properly trained for their allocated role;
			2. perform their allocated role competently and safely and where the role involves the operation of plant or equipment, in accordance with all manufacturer’s recommendations;
			3. do not either directly or indirectly cause any unreasonable nuisance or interference to the owners, tenants or occupiers of properties on or adjacent to the places where the Services are to be carried out (including Personnel of the Principal) or to the public generally;
			4. are not affected by alcohol or drugs whilst performing any part of the Supplier’s obligations under the Contract (other than prescription medication which does not affect the ability of the person to perform the relevant obligations under the Contract).
		2. (**Police checks**) If the Principal directs the Supplier to obtain police checks on particular Personnel of the Supplier (“Nominated Persons”) then the Supplier must not permit a Nominated Person to perform any part of the Services or to have access to any part of the Site unless and until 5 Business Days after the Supplier has given the Principal a written copy of a criminal history check produced by the Queensland Police Service for that Nominated Person. If the criminal history check contains any entries, the Principal may, in its absolute discretion, notify the Supplier that the Nominated Person is not permitted to perform the Services or may otherwise place conditions upon that person’s role in performing the Services.

Meetings

* + 1. (**Meetings**) When reasonably required by the Principal, the Supplier is to meet and in good faith discuss the performance of the Supplier and/or any other matter concerning the Principal in connection with the Contract including:
			1. the Supplier’s performance of its obligations under this Contract, including the Service Level(s) (if any) identified in the Contract;
			2. to promote safer and quieter work practices; and
			3. improvements to efficiency of the Supplier’s obligations under the Contract.
		2. (**Recommendations or directions**) The Supplier must comply with any reasonable recommendations or directions given by the Principal in relation to the performance of the Supplier’s obligations under the Contract. Such compliance will not release or discharge the Supplier from any liability or obligation under the Contract.

service RECORDS and auditing

* + 1. (**Creation)** The Supplier must:
			1. create and maintain the records, reports and other documents required by the Contract and any other records, reports or documents reasonably required by the Principal in connection with the Contract; and
			2. create any document required to be prepared under the Supplier’s management plan prepared under the Contract,

(‘**Service Records’**).

* + 1. (**Audit**) The Principal may at any time during the Term, on the giving of reasonable notice, audit the Supplier’s compliance with the Contract or any obligation under it. The Supplier shall facilitate the audit by:
			1. allowing the auditors to undertake any inspections or tests;
			2. providing such assistance, information and access to the Site, systems and equipment and other cooperation;
			3. providing to the auditor with copies of, facilitating the copying by the auditor of, the Services Records and all other records, information and documentation,

reasonably required by the auditor.

If the audit reveals any non-compliance by the Supplier with its obligations under the Contract, then the costs reasonably and necessarily incurred by the Principal in conducting the audit shall be a debt due and payable by the Supplier. Otherwise, the Principal shall bear the cost of the audit.