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| SCOPE |

Cyclone Imogen Recovery works

ESC.0013.2021E.REC

ESC.0016.2021E.REC

CONTRACT NO.: ESC 2022-002

* 1. interpretation and definitions

(**Documents comprising this Scope**) The Scope comprises the following documents:

* + - 1. Etherdige Shire Council detailed maps;
      2. Full treatment meanings as reqiuered under QRA legislation.
      3. Contractor requiements- inclusions, camp, plant, Mobilisaiton, Water sourcing, Gravel Supply, quality and conformance.
      4. Tender schedule/BOQ

(**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 clause 1.1(a) being the highest in the order.

(**Definitions**) In this Scope:

* + - 1. **Treatments**  means Queensland Recovery Authority acceptable treament quide
      2. **Zones** means Etherdige Shire Council work area for the contractor to carry out works in accordance to submission Start X and Y to end X and Y*;(Refer to maps attached)*
  1. term

(**Term**) Subject to the Contract, the rights and obligations of the Parties under this Contract commence on the April 4 2022 and expire on December 16 2022.

(**Extension of Term**) The Principal may, in its absolute discretion, extend the End Date by 30 days on the same terms as this Contract, by giving written notice to this effect to the Supplier at any time prior to the End Date.

* 1. approvals and other law

(**Definitions**) In this clause:

* + - 1. **Approvals** means certificates, licences, accreditations, clearances, authorisations, consents, permits, approvals, determinations and permissions from any Authority and any related fees and charges; and
      2. **Authority** means any Federal, State, or local government authority, administrative or judicial body or tribunal, department, commission, agency, government owned corporation, statutory body or instrumentality or any other person having jurisdiction.

(**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.

(**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.

(**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.

(**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.

* 1. service levelS

(**Service Levels**)The Principal will review the performance of the Supplier against the following Service Levels at the times stated below, and otherwise on the giving of reasonable notice. The principal may direct the Supplier to provide a written explanation for its performance against any Service Level.

| **Service Level** | **Requirement** | **Review Period** |
| --- | --- | --- |
| Delivery of program accepted by superintendent | As per contractor progam supplied at time of tender award | Reviewed at progress meetings held at start of each 9 day roster. |
| Delivery of scope of works | In accordance with scope “long form” of each treatment type. | Review at dialy inspections with Superintendant Representative |
| Quality of works | In accordance with FNQROC and MRTS Specifacations | Review at dialy inspections with Superintendant Representative |

* 1. LAte completion

(**Liquidated damages)** If the Goods or any part of the Goods is not Delivered to the Delivery Place by the Delivery Time or the Supplier does not reach Completion by the Completion Time (as extended, if at all, by the Principal) then the Supplier shall be indebted to the Principal for liquidated damages at a rate of $3000.00 for each calendar day from the Delivery Time until the date on which the Goods are Delivered or from the Completion Time to the time at which Completion is reached, up to a limit of $30,000.00. The principal shall be entitled to deduct liquidated damages from payments to the Supplier and recover any balance as a debt due and owing. If the Principal’s entitlement to liquidated damages is found to be void or otherwise unenforceable, the principal shall be entitled to recover general damages.

(**Force Majeure**) Notwithstanding clause 5.1, the Supplier shall not be liable to pay liquidated damages if:

* + - 1. the principal’s entitlement to liquidated damages arises solely as a result of Force Majeure; and
      2. the Supplier has given a notice of the Force Majeure in accordance with the General Conditions.
  1. Biosecurity Management

(**Definitions**) In this clause:

* + - 1. a **biosecurity risk** is the risk that exists when dealing with:
         1. any pest, disease, or contaminant (including plants, seeds, spores, eggs, vertebrate and invertebrate pest); or
         2. something that could carry a pest, disease or contaminant (e.g., animals, plants, soil, equipment and water—known as ‘carriers’).
      2. a **potential biosecurity risk** is a risk that does not currently occur at the Site, but which has the capacity to occur at the Site.  It may be present but not visible or may be introduced during the performance of the Supplier’s obligations. It includes risks associated with carriers and the movement and sourcing of materials, vehicles, and machinery; and the disturbance, import or export of soils.
      3. a**known biosecurity risk**is a risk that is currently recorded within the footprint or proximity of the Site which is:
         1. identified within biosecurity plans or programs active for the area.
         2. identified during the performance of the Supplier’s obligations; or
         3. otherwise identified by the principal.

(**Preparation of plan**)The Suppliershall prepare a biosecurity risk management plan (**BRMP**) to ensure reasonable and practical steps are taken to address biosecurity risks and that the Suppliermeets its general biosecurity obligation (as that term is used in the *Biosecurity Act 2014* (Qld).The primary purpose of the BRMP is to address both potential risks and known biosecurity risks.

(**Training**)The Supplier shall ensure that all relevant Personnel are trained to be aware of biosecurity risks.

(**Notice of breach or risk**) If at any time during the performance of the Supplier’s obligations a breach of the BRMP or a significant biosecurity risk is identified, then the Supplier must immediately contact the principal for direction.

* 1. Treatments

**Refer to Appendix A (attached)**

* 1. CampS

Camp location is to be nominated by Council Superintendent

Construction of septic and other infrastructure insitu post demobilisation to remain in place

Camps supplied by Contractor to be fully self-contained and managed by contractor.

All sites to be left in tidy manner, rubbish to be managed by contractor and ALL disposal of materials in accordance with ESC guidelines.

* 1. Water supply for construction works

To be sourced by Contractor and landholder agreement in place and supplied for records to ESC Superintendent Representative, 2 weeks Prior to water taken for construction.

* 1. Gravel supply for construction works

Contractor sourced from commercial quarries. *(unless directed by Superintendent).* Quantity records kept and supplied for records, supplied to ESC superintendent Representative.

* 1. QUALITY AND CONFORMANCE

Contractor to supply firmware for Superintendent to load software (handheld tablet or equivalent Samsung preferred)

Superintendent / representative to supply/load and train contractor/s on usage of Fulcrum App.

Contractor to report daily completion of works to Superintendent representative with submission of itps and load sheets and water take record to be supplied every 3 days.

48hrs notice to superintendent representative on hold and witness points.

Setout of works- Contractor and superintendent representative, *(itp confirmation- scope of works in Fulcrum App)*

* 1. Etheridge Shire council work maps

11.1 refer to Appendix B (see attached)

12**. TENDER SCHEDULE/BOQ**

12.1 Refer to Appendix C (see attached)

13 **LOCAL CONTENT AND EXPEDITURE**

13.1 Contractor to demonstrate local content, report to be submitted with Monthly claims.

14 **TREATMENT TERMS – LONG FORM**

14.1 Refer to Appendix D (see attached)