



# SCOPE

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Charleston Dam Fishway Remediation - Detailed Design and  
Planning

CONTRACT NO.: ESC-Q-2023-006

# Scope

*This document is to be read subject to and in conjunction with the LocalBuy Contract LB312 Engineering and Environmental Consultancy Services*

REFERENCE SCHEDULE			
ITEM	DESCRIPTION AND CLAUSE OF STANDARD TERMS AND CONDITIONS	DETAILS	
1.	Services (Clause 1)	Provision of design and planning services as described in the attached scope.	
2.	Price (Clause 1)	Please provide a schedule detailing the various items within the scope.	
3.	Principal's Representative (Clause 8)		
	(a) Name:	Justin Fischer	
	(b) Address:	PO Box 12 Georgetown Q 4871	
	(c) Telephone:	0448669296	
4.	Supplier's Representative (Clause 8)		
	(a) Name:		
	(b) Address:		
	(c) Telephone:		
5.	Primary obligations, warranties and representations (Clause 9)		
	(a) Purpose for which the Services are to be fit	<i>If nothing stated, the purpose to be reasonably inferred from the Contract and any other purpose for which the Services are commonly provided or which is made known by the Principal prior to the Supplier submitting its offer for the provision of the Services.</i>	
	(b) Third party warranties required	Not Applicable	
6.	Applicable policies, guidelines, procedures and codes of the Principal (Clause 11)	Etheridge Shire Council Purchasing Policy, Relevant State Government Legislation related to the project	
7.	Key Personnel	Name	Role

Scope (Services)

Issue:

1.10

Effective Date:

October 2020

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	(Clause 10)													
8.	<p>Site (Clause 12)</p> <p>(a) Pre-conditions to access to the Site</p> <p>(b) Site specific requirements</p>	<p>Charleston Dam is located on Delaney River, approximately 30 km upstream of Georgetown, which is situated on the Savannah Way approximately 385 km south-west of Cairns. The site is accessible by the public.</p> <p>Due to the relatively remote location of the site the supplier shall have adequate safety controls in place to manage the risk associated with the remote site.</p>												
9.	Time for Meetings (Clause 14)	<p>Monthly – Timing TBC</p> <p><i>If nothing stated, as reasonably required by the Principal.</i></p>												
10.	Supplier Documents (Clauses 15)	<table border="1"> <thead> <tr> <th>Supplier Documents</th> <th>Time for provision</th> </tr> </thead> <tbody> <tr> <td>Concept Drawings and Estimate</td> <td>12 January 2024</td> </tr> <tr> <td>SARA/DAF pre-lodgement presentation</td> <td>15 January 2024</td> </tr> <tr> <td>85% Design</td> <td>2 February 2024</td> </tr> <tr> <td>Detailed Design, Supporting Reports and Planning Forms etc</td> <td>13 February 2024</td> </tr> <tr> <td>Full Tender Documentation (Optional)</td> <td>30 March 2024</td> </tr> </tbody> </table>	Supplier Documents	Time for provision	Concept Drawings and Estimate	12 January 2024	SARA/DAF pre-lodgement presentation	15 January 2024	85% Design	2 February 2024	Detailed Design, Supporting Reports and Planning Forms etc	13 February 2024	Full Tender Documentation (Optional)	30 March 2024
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11.	<p>Timing (Clause 16)</p> <p>(a) Working hours</p> <p>(b) Commencement Time</p> <p>(c) Completion Time</p> <p>(d) Program</p> <p>(e) Additional requirements of Completion</p> <p>(f) Additional causes of</p>	<p><i>If nothing stated, as reasonably directed by the Principal</i></p> <p>Within 5 days of supply of Purchase Order <i>If nothing stated, as reasonably directed by the Principal</i></p> <p>As per Timeline in Scope <i>If nothing stated, as reasonably directed by the Principal</i></p> <p>As per Timeline in Scope</p> <p><i>Note// additional requirements of Completion may be described elsewhere in the Contract.</i></p> <p>Delays due to SARA/DAF approvals beyond what has been allowed for in</p>												

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	delay for which extension of time will be granted	scope program <i>If nothing stated there are no additional causes of delay</i>
12.	Invoices: (Clause 18)	
	(a) May be submitted on:	<i>If nothing stated, on the 21<sup>st</sup> day of each month for Services provided up to the 21<sup>st</sup> of that month.</i>
	(b) Should be emailed to:	Accounts@etheridge.qld.gov.au
	(c) Must be supported by:	Schedule of completed activities aligned with activities outlined in consultant's proposal.
13.	Liability (Clause 22)	
	(a) The Principal's liability is limited to:	If nothing stated, the Principal's liability is limited to the Price.
	(b) The Supplier's liability is limited to:	If nothing stated, the Supplier's liability is not limited.
14.	The Supplier must effect the following insurances: (Clause 23)	<input checked="" type="checkbox"/> Public and product liability insurance in the amount of at least \$20,000,000 in respect of any one occurrence and for an unlimited number of claims <input checked="" type="checkbox"/> Professional indemnity insurance in the amount of at least \$5,000,000 in respect of any one occurrence and for an unlimited number of claims <input type="checkbox"/> Third party and comprehensive motor vehicle insurance for each vehicle used by the Supplier in performing its obligations under this Contract <input type="checkbox"/> Plant and equipment insurance for each item of plant for the full replacement value of the plant <input checked="" type="checkbox"/> Workers' compensation insurance in respect of the Supplier's Personnel as required by law  <i>If not selected, the Supplier is not required to effect the insurance</i>

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15.	<p>Intellectual Property (Clause <b>Error! Reference source not found.</b>)</p> <p>Project IP, the alternative applying:</p> <p>Moral Rights consent</p>	<p><input checked="" type="checkbox"/> Alternative 1 – Project IP vests in the Principal</p> <p><input type="checkbox"/> Alternative 2 – Project IP vests in the Supplier</p> <p><i>If nothing stated, Alternative 1 applies.</i></p> <p><input checked="" type="checkbox"/> Moral Rights consent is required</p> <p><input type="checkbox"/> Moral Rights consent is not required</p> <p><i>If nothing selected, a Moral Rights consent is required.</i></p>

# Scope

## 1. INTERPRETATION AND DEFINITIONS

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- 1.1 **(Documents comprising this Scope)** The Scope comprises the following documents:
- (a) Chaeleston Dam Fishway Remediation Scoping Brief
  - (b) the Standard Scope (as defined in the Standard Terms and Conditions).
- 1.2 **(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 **Error! Reference source not found.** being the highest in the order.

## 2. APPROVALS AND OTHER LAW

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- 2.1 **(Definitions)** In this clause:
- (a) **Approvals** means certificates, licences, accreditations, clearances, authorisations, consents, permits, approvals, determinations and permissions from any Authority and any related fees and charges; and
  - (b) **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.
- 2.2 **(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.
- 2.3 **(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.
- 2.4 **(Obtaining or granting of Approvals by Principal)** The Principal gives no warranty and makes no representation that:
- (a) it will be able to obtain, or obtain within any particular time; or
  - (b) where the Principal is the relevant Authority, that it will grant,
- any Approval required for the Supplier to perform the Services.
- 2.5 **(No fetter)** Nothing in the Contract shall be taken to fetter the power, rights or authority of the Principal as 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.

## 3. DESIGN SERVICES

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- 3.1 **(Design services)** In addition to the warranties and representations contained in the Standard Terms and Conditions for Services, where the Services include Design Work, the Supplier warrants and represents that the works the subject of the Design Work are neither over-

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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:

- (a) meet or exceed the minimum performance characteristics and standards identified in the Contract;
- (b) be fit 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
- (c) be capable of achieving the Design Life.

3.2 **(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, operation, maintenance, modification or replication of the Works or works similar to the Works.

3.3 **(Definitions)** In this clause:

- (a) **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;
- (b) **Design Life** means the design life stated in or to be reasonably inferred from the Scope;
- (c) **Design Work** means the preparation, review, modification or certification of any documentation describing the design and/or specification requirements of any work or item;
- (d) **Works** means the works the subject of the Design Documents.