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| SCOPE |
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| |  | | --- | | FLOOD DAMAGE – ENGINEERING AND DAMAGE ASSESSMENTS, EMERGENT SUPERVISION IN ANTICIPATED WET WEATHER SEASON 2024/2025 | |
| CONTRACT NO: ESC 2024-044 |

interpretation and definitions

* + 1. (**Documents comprising this Scope**)The Scope comprises the following documents:

(a) Queensland Disaster Funding Guidelines;

(b) DRFA Toolbox Treatment Guide 2020 – 2021;

(c) Queensland Betterment Program as applicable to the relevant activated event;

(d) The Principal’s procurement policy and procedures, as amended or replaced from time to time.

* + 1. (**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. (**Definitions)** In this Scope:
       1. Activation has the same meaning as given to that term in the Queensland Disaster Funding Guidelines;
       2. Counter Disaster Operations has the same meaning as given to that term in the Queensland Disaster Funding Guidelines;
       3. DRFA means the Australian Government Disaster Recovery Funding Arrangements;
       4. DRFA Toolbox Treatment Guide 2020 – 2021 means the Treatment Guide 2020-21 dated July 2021 (as amended or replaced from time to time) which can be accessed at https://www.qra.qld.gov.au/;
       5. Emergency Works has the same meaning as given to that term in the Queensland Disaster Funding Guidelines;
       6. Essential Public Asset has the same meaning as given to that term in the Queensland Disaster Funding Guidelines;
       7. General Conditions means the general conditions of contract which form part of the contract into which this Scope is incorporated.
       8. Guidelines means both the DFRA and the Queensland Disaster Funding Guidelines;
       9. MARS-Portal means the management and reporting system portal established by the Queensland Reconstruction Authority for the uploading of submissions which can be accessed at https://www.qra.qld.gov.au;
       10. QRA means Queensland Reconstruction Authority; and
       11. REPA means reconstruction of an Essential Public Asset;
       12. Scope means this document, and includes all documents attached to or incorporated by reference into it and, where the context permits, also includes documents describing the Principal’s requirements which are included in a Purchase Order,

and all other terms which are capitalied in this scope and defined in the General Conditions shall have the meaning assigned to them in the General Conditions unless the context otherwise requires.

Scope OF SERVICES

(**General**) The Services include:

(a) the Activation, Emergency Works Supervison, Delivery Program management , Construction supervision services and REPA phases.

(b) any other funding or programs that maybe eligible from Category C and D under the DRFA guidelines including betterment funding opportunities; and

The Services do not include support or information for Counter Disaster Operation activities.

(**Principal’s obligations**) The Principal will provide the following to the Supplier during the Term:

(d) remote login and access to the MARS-Portal;

(e) assistance from the principal’s finance officer;

(f) Access and coordination with the Principal’s Personnel including the principal’s day labour work crews.

(**Principal’s sponsor**) The Principal’s Director Engineering Services is the project sponsor. The Supplier will report to this person.

(**Signatory**) Any document submitted by the Supplier through the MARS-Portal, including:

(g) submission lodgements, applications for betterment or any other funding that may be available under categories C and D of the DFRA;

(h) claims;

(i) reports; and

(j) any other documentation supplied to any other agency on behalf of the Principal such as approvals, permits and contracts,

must be signed by the Principal prior to lodging such documents through the MARS-Portal.

(Reporting) the Supplier enables Council to meet all QRA reporting requirements.

(k) ADDITIONAL REPORTING TO BE CONFIRMED

(**Roles and responsibilities**) Without limiting the Supplier’s obligations, the Supplier obligations include:

(l) providing advice to the Principal, including but not limited to program status reports, tender evaluation reports and reports on other funding opportunities; and

(m) development and delivery of a program of works to relevant standards acceptable to the Principal and in accordance with all applicable legislation and guidelines.

Activation Phase

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| The consultant must advice QRA of a potential activation request as soon as possible, to ensure the Australian Government DRFA notification timeframe is met. The Consultant should act for an activation as per Queensland Disaster Funding Guidelines . |

Emergency works phase

1. For Emergency Works, the Supplier must carry out the following services:
2. (a) Assist with the Coordination and management of:
3. (i) Emergent damage Assessment;
4. (ii) development of repair strategies; and
5. (iii)

(iv )

* + - 1. Construction supervision if engaged by the Principal

1. (b) reporting;
2. (c) submissions and claims in accordance with the requirements of the Queensland Disaster Funding Guidelines; and
3. (d) Provide the Principal with all necessary information, support and assistance to enable the Principal to carry out the acquittal process under the Queensland Disaster Funding Guidelines.

5.RECONSTRUCTION OF ESSENTIAL PUBLIC ASSETS PHASE

For the reconstruction of an essential public assets phase, the Supplier must carry out the following services:

(a) Detailed damage pick-up;

(b) Identification and selection of appropriate restoration treatments;

(c) Submission preparation and uploading same to the MARS-Portal (the Principal will lodge the submission);

(d) Liaison with QRA and participation in submission assessment processes including infield assessments;

(e) Development and implementation of procurement strategies, including definition of work packages appropriate for the local contracting market where possible;

(f) Preparation and implementation in conjunction with Etheridge Shire Council Procurement Department of tender documentation and associated contracts to engage suitably qualified contractors to undertake reconstruction activities;

(g) Maintaining the variations register on scope adjustments and contractual variations;

(h) Carry out Inspectorate services to ensure scope and quality outcomes are achieved, including sign off of inspection and test plans and other quality checks as required by the relevant construction contract;

(i) Program management performance reporting including budget forecasting, program progress, risks, issues, and any other relevant information to assist the Principal with decision making;

(j) Ensure all DRFA activities are correctly booked to relevant cost codes to ensure the efficiency and accuracy of cost capture and reporting from the financial system;

(k) Provide advice to the Principal on the risk profile and exposure of the program of works that forms part of the submission made to the QRA via the MARS-Portal;

* + - 1. Monitor contractors and other persons engaged to carry out work are carrying out that work in compliance with all applicable laws, including WHS legislation and codes of practice relating to WHS and environmental legislation;
      2. Work collaboratively and proactively with other state government departments, public utility authorities and adjacent landowners;
      3. Provide the Principal with all necessary information, support and assistance to enable the Principal to carry out the acquittal process under the Queensland Disaster Funding Guidelines.

6. BETTERMENT / RESILIENCE FUNDING

1. Through the betterment/resilience funding process the Supplier must:
2. (a) Identify opportunities to scope, compile, and submit applications for betterment and resilience projects,
3. (b) Coordination and management of other services providers (designers, geotechnical, town planners, cultural heritage, etc.) in preparation of submissions or delivery of such works,
4. (c) Provide the Principal with all necessary information, records, support and anything else reasonably requested by the Principal to enable the Principal to comply with the Principal’s acquital obligations under the Queensland Disaster Funding Guidelines.

7. CATEGORY C AND D FUNDING

1. Through the Category C and D funding process the Supplier must:
2. (a) Provide support in the coordination and management of any specialised funding for specific events under category C and D of the Queensland Disaster Funding Guidelines as required and directed by the Principal; and
3. (b) Provide the Principal with all necessary information, records, support and anything else reasonably requested by the Principal to enable the Principal to comply with the Principal’s acquittal obligations under the Queensland Disaster Funding Guidelines.

8. APPROVALS AND OTHER LAW

1. 8.1 (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.
2. 8.2 (Compliance) The Supplier must ensure that its Personnel comply with all Approvals and other law which are in anyway applicable to the Services..
3. 8.3 (Obtaining or granting of Approvals by Principal) The Principal gives no warranty and makes no representation that:
4. (a) it will be able to obtain, or obtain within any particular time; or
5. (b) where the Principal is the relevant Authority, that it will grant,
6. any Approval required for the Supplier to perform the Services.
7. 8.4 (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.
8. 8.5 (Provision of the Services) The Supplier must, and warrants and represents that it will, perform the Services so that the Site, at all times during the Term, complies with all Approvals and other applicable law.
9. 8.6 (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 8.1, 8.2 or 8.3. Unless otherwise directed by the Principal, the Supplier must take immediate steps to remedy such a breach at its expense.

9. SERVICE LEVELS

1. 9.1 In this clause:
2. (a) Review Period means the period stated in clause 9.2 below in which the performance of the Supplier against a Service Level is to be reviewed;
3. (b) Service Levels means the service level(s) or key performance indicator(s) (if any) described as such in clause 9.2 below.
4. 9.2 (Guarantee) The Supplier must, and guarantees that it will, in providing the Services and carrying out its other obligations under the Contract, achieve or exceed all Service Levels in every Review Period.
5. 9.3 (Measuring performance) The Principal will review the performance of the Supplier against the Service Levels at the times in clause 9.2 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.
6. 9.4 (General damages) If, for any reason, the Principal's entitlement to performance liquidated damages is found to be void, voidable or otherwise unenforceable (in whole or part), or the Principal is otherwise unable to recover the whole of the performance liquidated damages from the Supplier, the Supplier shall be liable to the Principal for any loss, damage, cost or expense suffered or incurred by the Principal as a result of the Supplier failing to achieve the Service Levels.
7. 9.5 (Review of Service Levels) The representatives of the Parties may review the Service Levels from time to time and amend them in any way including by adding additional Service Levels, removing or amending Service Levels, amending the method of measuring performance or the consequence of achieving or failing to achieve a Service Level.
8. 9.6 (Substantial breach) Failing to achieve or exceed:
9. (a) the same Service Level for three consecutive Review Periods, even though the Supplier may have achieved or exceeded some or all of the other Service Levels for those same Review Periods; or
10. (b) any two Service Levels for two consecutive Review Periods, shall constitute a substantial breach of the Contract.

9.7 (**Service Levels**) The Service Levels are:

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| 1. Service Levels | | |
| 1. PHASE | 1. Activities | 1. MEASURE |
| **Emergency**  **Work** |  |  |
|  |  |
| Responses to QRA enquiries on submissions | Within 10 business days. |
| Submission upload to MARS portal | Within the timeframe stated in the QRA guidelines |
| Provision of records and appropriate information to CSC to enable acquittals. | Acquittals undertaken and complete within QRA timeframes. |
| **REPA** | Damage Pick-up | 75% of road network by km within 3 months of event (weather and access reasonably considered) |
| Submission upload to MARS Portal for lodgement by the Principal (will be multiple submissions) | Submission made cover 95% of road network by km within 6 months of event. |
| Submission eligibility | min 90% of submissions by $ value approved as eligible by QRA |
| Submission approvals |  |
| Procurement Timeframe | . Work packages tendered and contracts awarded two months following approval of submissions by QRA (timing issues associated with post-tender negotiations, Council meetings etc. reasonably considered). |
| Close out of submissions | Within 2 months of completion of work or QRA guidelines whichever is the earliest |
| Provision of records and appropriate information to the Principal to enable acquittals | Acquittals completed within QRA timeframes |
| REPA Project Costs | 0% ineligible costs to the Principal |
| REPA PM Costs | 0% ineligible costs to the Principal |
| Monthly reporting and progress claims | Submissions accord with QRA Guidelines re: content and timing |
| **Betterment** | Applications | Applications for funding made within the relevant applicable timeframes under the relevant Guidelines |
| Works Delivery | Completed within relevant timeframes |
| REPA Project Costs | 0% ineligible costs to the Principal |
| REPA PM Costs | 0% ineligible costs to the Principal |
| Monthly reporting and progress claims | Submissions accord with QRA Guidelines re: content and timing |
| Provision of records | Acquittals undertaken and completed within QRA timeframes |
| **Other** | CSC contributions to projects | Seek approval from Council where there are works that can be added to the REPA approved costs to enable beneficial outcomes for the relevant asset. |

10. PROCUREMENT SERVICES

1. 10.1 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:
2. (a) the Principal’s procurement policy;
3. (b) the *Local Government Act 2009* (Qld) and the *Local Government Regulation 2012* (Qld);
4. (c) the requirements of the request for tender or request for quotation documentation issued to tenderers;
5. (d) any probity plan or evaluation plan implemented for the Procurement Process;
6. (e) principles of probity; and
7. (f) Good Industry Practice,
8. 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).
9. (Obligations) As part of the Procurement Process, the Supplier may also be required to:
10. (g) draft and review tender correspondence;
11. (h) respond to information requests;
12. (i) participate in the evaluation of tenders; and
13. (j) provide suitable recommendation reports to the Principal for approval.
14. (Principal to maintain control) The Supplier acknowledges and agrees that the Principal will maintain control of any Procurement Process carried out as part of the Services.
15. (Substantial breach) A breach of clause 10.1 shall be a substantial breach of the Contract.

11. SUPERINTENDENT Representative SERVICES

1. 11.1 (Primary obligations) Where the Services require the Supplier or any of its Personnel to fulfil the role and functions of the Superintendent Representative or similar under a Construction Contract, the Supplier must, and must ensure that its Personnel, in doing so:
2. (a) 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:
3. (i) giving any directions, documents or notices required or permitted to be given by the superintendent under the Construction Contract; and
4. (ii) assessing all claims made under the Construction Contract,
5. in accordance with the requirements of the Construction Contract for the giving of such directions, documents and notices and the making of such assessments;
6. (b) 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;
7. (c) keep the Principal fully informed of all relevant matters under the Construction Contract;
8. (d) unless and then only to the extent (if any) that to do so would be inconsistent with the Construction Contract: (i) act as the Principal's agent;
9. (ii) act in the best interests of the Principal;
10. (iii) seek and act in accordance with the instructions of the Principal; and
11. (iv) do all other things necessary to protect the Principal's rights and interests under the Construction Contract.
12. 11.2 (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.
13. 11.3 (Security of payments) The Supplier:
14. (a) 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;
15. (b) 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;
16. (c) 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;
17. (d) 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.
18. 11.4 (Definitions) In this clause:
19. (a) 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;
20. (b) Construction Contractor means the contractor engaged by the Principal under the Construction Contract;
21. (c) 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.

12. DESIGN SERVICES

1. 12.1 (Design services) In addition to the warranties and representations contained in the General Conditions, where the Services include Design Work, the Supplier warrants 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: (a) meet or exceed the minimum performance characteristics and standards identified in the Contract;
2. (b) 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. (c) be capable of achieving the Design Life.
4. 12.2 (Use of Design Documents) In addition to the rights provided under 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.
5. 12.3 (Large Language Models) Design Documents provided by the Supplier to the Principal pursuant to the Contract shall explicitly identify any content or output that has been generated or influenced by the use of large language models.
6. 12.4 (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;
7. (b) Design Life means the design life stated in or to be reasonably inferred from the Scope;
8. (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;
9. (d) Works means the works the subject of the Design Documents.

13. BIOSECURITY MANAGEMENT

1. 13.1 (Definitions) In this clause:
2. (a) a biosecurity risk is the risk that exists when dealing with:
3. (i) any pest, disease, or contaminant (including plants, seeds, spores, eggs, vertebrate and invertebrate pest); or
4. (ii) something that could carry a pest, disease or contaminant (e.g. animals, plants, soil, equipment and water—known as ‘carriers’).
5. (b) a potential biosecurity risk is a biosecurity 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.
6. (c)a known biosecurity risk is a biosecurity risk that is currently recorded within the foot print or proximity of the Site which is:
7. (i)identified within biosecurity plans or programs active for the area;
8. (ii)identified during the performance of the Supplier’s obligations; or
9. (iii)otherwise identified by the Principal.
10. 13.2(Preparation of plan) The Supplier shall prepare a biosecurity risk management plan (BRMP) to ensure reasonable and practical Steps are taken to address bio security risks and that the Supplier meets its general bio security obligation (as that term is used in the *Biosecurity Act2014*(Qld).The primary purpose of the BRMP is to address both potential bio security risks and known biosecurity risks.
11. 13.3(Training)The Supplier shall ensure that all relevant Personnel are trained to be aware of biosecurity risks.
12. 13.4(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.

14.PRINCIPALSUPPLIED INFORMATION AND OTHER INVESTIGATIONS

1. 14.1(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 Principal to the Supplier in any form, whether such information is made available before or after the date of the Contract.
2. 14.2(Acknowledgement and agreement by Supplier) The Supplier acknowledges and agrees that:
3. (a)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:
4. (i)that the Principal Supplied Information is accurate, adequate or complete ;and
5. (ii)as to the physical condition, suitability or other characteristics of the Site;
6. (b)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;
7. (c)the Supplier:
8. (i) has carefully, thoroughly and criticallyreviewed,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 obligation sunder 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;
9. (ii) 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
10. (iii) the Supplier, having undertaken those enquiries and investigations, accepts the risk of any inadequacy, inefficiency, deficiency or faulting the Site and that it can and will carry out and complete the Services in accordance with the
11. Contract and comply with its other obligations under the Contract for the Price (as adjusted pursuant to the Contract); and
12. 14.3 (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.

15. SUPPLIER’S PERSONNEL

1. 15.1 (Further requirements on Personnel) In addition to any other requirement in the Contract, the Supplier must ensure that its Personnel:
2. (a) are familiar with and properly trained for their allocated role.
3. (b) 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;
4. (c) 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.
5. (d) 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).
6. 15.2 (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.

16. MANAGEMENT PLAN

1. 16.1 The Supplier must, prior to commencing the Services, prepare and obtain the Principal’s approval of a management plan or plans which addresses the following matters:
2. (a) an activation and mobilisation plan that contains, as a minimum, the timeframe in which the Supplier will mobilise resources after receipt of a Purchase Order for Services the subject of that Purchase Order;
3. If the Principal notifies the Supplier that all or part of the plan(s) is not suitable, the Supplier must at its cost amend and resubmit the relevant plan(s).
4. 16.2 Principle and the Supplier must at all time keep an open communication, with regards to weather and the program management around the size of the event.
5. 16.3 The management plan must be updated as often as required to: (a) ensure that the Supplier continues to comply with the warranties and representations as to Supplier Documents given in the Contract;
6. (b) address any deficiencies in the systems described in the plan of which the Supplier becomes aware; and
7. (c) take into account any Variations or improvements in the Services.
8. A copy of a revised management plan must be submitted to the Principal for approval prior to implementation of it.
9. 16.4 The Supplier must comply with the management plan at all times during the Term. Such compliance will not release or discharge the Supplier from any liability or obligation under the Contract.

17. MEETINGS

1. 17.1 (Meetings) The Supplier must when reasonably required by the Principal, 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: (a) the Supplier’s performance of its obligations under this Contract, including the Service Level(s) (if any) identified in the Contract;
2. (b) to promote safer and quieter work practices; and
3. (c) improvements to efficiency of the Supplier’s obligations under the Contract.
4. 17.2 (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.

18. SERVICE RECORDS AND AUDITING

1. 18.1 (Creation) The Supplier must:
2. (a) 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
3. (b) create any document required to be prepared under the Supplier’s management plan prepared under the Contract,
4. (‘Service Records’).
5. 18.2 (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:
6. (a) allowing the auditors to undertake any inspections or tests;
7. (b) providing such assistance, information and access to the Site, systems and equipment and other cooperation;
8. (c) providing to the auditor with copies of, facilitating the copying by the auditor of, the Services Records and all other records, information and documentation,
9. reasonably required by the auditor.
10. 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.

19. TRANSITION OUT 19.1 (Definitions) In this clause:

1. (a) Transition Out Period means a period of up to 3 months after the expiry of the Term or termination of the Contract;
2. (b) Transition Out Plan means that plan the Supplier is required to prepare in accordance with clause 19.2; and
3. (c) Transition Out Services means, acting in good faith, doing all things reasonably required to facilitate the transition of the Supplier’s obligations under the Contact from the Supplier to another contractor or the Principal and may include: (i) conducting a walk-through of each part of the Sites with potential new contractors and the Principal;
4. (ii) doing all things reasonable and necessary to facilitate the Supplier’s subcontractors utilised in the provision of the Services to enter into contracts with the Principal or another contractor engaged by the Principal on terms and conditions no less favourable than those offered to the Supplier;
5. (iii) providing to the Principal copies of up-to-date Service Records (if any) and programs of all Services;
6. (iv) otherwise complying with all directions and doing all things reasonably requested by the Principal (including providing advice, assistance, information, training, access to systems and equipment, executing deeds, documents and instruments) to ensure the completion and continuance of the Supplier’s obligations under this Contract;
7. 19.2 (Transition Out Plan) Unless otherwise directed by the Principal, no later than three calendar months prior to the end of the Term, the Supplier must prepare, and submit to the Principal for approval, a plan for the performance of the Transition Out Services. The Transition Out Plan must detail how the Supplier will perform the Transition Out Services and must contain such other detail as may be reasonably required by the Principal.
8. 19.3 (Transition Out Services) The Supplier must perform the Transition Out Services in accordance with the approved Transition Out Plan and the reasonable directions of the Principal.
9. 19.4 (Transition Out Period) If directed by the Principal, the Supplier must continue to perform the Supplier’s obligations under the Contract for the Transition Out Period.
10. 19.5 (Charges) The Supplier may claim payment for the Transition Out Services in accordance with the price specified for those Services under the Contract. Where no price is specified in this Contract, the Supplier shall be entitled to claim its reasonable costs of carrying out the Transition Out Services as a Variation.
11. 19.6 (Costs) Any costs, loss or expense suffered or incurred by the Principal because of a breach of this clause 19 will be a debt due and owing by the Supplier to the Principal.

20. SUPPLIER’S OFFICE

1. 20.1 The Supplier will be responsible for arranging and establishing its office in Etheridge Shire area. The Supplier may claim from the principal the direct, eligible costs under the Queensland Disaster Funding Guidelines for establishing the Supplier’s office.
2. 20.2 With any claim for payment under this clause 20, the Supplier must include evidence of incurring such costs satisfactory to the Principal, such as electricity supply receipts, rental receipts, and any other receipts for eligible costs. For clarity, the Supplier must not claim amounts which are Ineligible Expenditure costs under the Queensland Disaster Funding Guidelines.

21. RATES

1. 21.1 To be completed and returned as per the Rate Schedule

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item Description | Tenderer to Provide Additional Information | Qty | Rate  (ex GST) | Price  (inc GST) |
| **Senior Project Manager** |  |  |  |  |
| **Project Manager** |  |  |  |  |
| **Civil Inspector** |  |  |  |  |
| **RPEQ Senior Engineer**  Registered Professional Engineer Qld (RPEQ) |  |  |  |  |
| **Technical Support Specialists** |  |  |  |  |
| **Administration Support** |  |  |  |  |
| **Vehicle Daily Rate** |  |  |  |  |
| **Mobilisation Costs** |  |  |  |  |
| **Demobilisation Costs** |  |  |  |  |
|  |  |  |  |  |