



**NORTHERN RIVERS
CATCHMENT MANAGEMENT AUTHORITY**

CONTRACT

NAME OF PROJECT:

**COASTAL FLOODPLAIN ACID SULFATE SOIL PROJECT
06/07 PART A TWEED**

**CONTRACT NO:
IS6-7-157A**

CONTRACTOR/ORGANISATION:

TWEED SHIRE COUNCIL



PROJECT SERVICES CONTRACT

Contractor Details

Name of contractor organisation: Tweed Shire Council

Address: PO Box 816, Murwillumbah NSW 2484

Australian Business Number: 90 178 732 496

Are you registered for GST?

Contact Person: Dr. Marty Hancock

Address : PO Box 816, Murwillumbah NSW 2484

Phone: (02) 6670 2440 **Fax:**66702429 **e-mail:** mhancock@tweed.nsw.gov.au

Northern Rivers Catchment Management Authority

Authority's Representative: Michael Pitt

Address : PO Box 618, Grafton NSW 2460

Phone: (02) 66 42 0622 **Fax:** (02) 66 42 0640 **e-mail:** northern@cma.nsw.gov.au

Upon execution of this Contract by the Contractor and the Northern Rivers Catchment Management Authority, the Contractor agrees to perform the Project in strict accordance with the Project Specification set out Schedule 1, and any documents referred to therein, in consideration for which the Authority agrees to pay the Contractor the Contract Amount shown in Schedule 2, all subject to the terms and General Conditions of Contract and Special Conditions of Contract (if any), set out below.

Signed as an agreement by the Authority's Representative on the _____ **day**
of _____ 2006

<i>Signed for & on behalf of the Authority</i>	<i>Signed for & on behalf of the Contractor</i>
Signature _____	Signature _____
Name printed Michael Pitt	Name printed _____
Position General Manager	Position _____



1. Project

The Contractor shall:

- (a) ensure that the Project is performed in accordance with Schedule 1 and any Project Documents referred to therein and in accordance with the Special Conditions referred to herein;
- (b) ensure that the Project Timetable is observed;
- (c) ensure that the Project is performed by the groups/personnel (if any) who are proposed in the Project Documents;
- (d) comply with the Reporting Requirements;
- (e) report on or explain any aspect of the performance of works or other products delivered by the Contractor under the Contract, as requested by the Authority's representative;
- (f) comply with all negotiated directions and instructions issued by the Authority in relation to the Project, provided they are within the reasonable contemplation of the Project Documents;
- (g) use materials of suitable quality which are to be part of the work;
- (h) properly supervise and control the work of its employees/agents;
- (i) comply with all safety requirements notified to it by the Authority or required by law to be observed by the Contractor.

2. Payment of Contract Amount

Unless Schedules 2 or 4 provide for some other mechanism for payment of the Contract Amount, payment thereof shall be made by the Authority following the submission of tax invoices for work actually performed and/or expenses actually incurred and shall be accompanied by an itemised statement of same

3. Contractor's Records

The Contractor must:

- (a) maintain financial receipt and expenditure details; Project related correspondence and other Project materials;
- (b) permit the Authority's officers and agents to inspect (and if necessary be supplied with copies of) all Contractor's accounts and other documents including any tender documents, relating to the Project; and
- (c) comply with all reasonable requests by the Authority for other information and particulars concerning the Project.

4a. Assignment

The Contractor agrees to undertake and complete the Project itself. This Contract is not assignable, except where a project document referred to in Schedule 1 identifies a



subcontractor to perform certain project tasks. Where such name appears the Authority approves the use of such subcontractor(s) to perform such tasks.

4b. Change of Principal

If the Principal in this Agreement (i.e. the Authority) is reconstituted, renamed or replaced or if its powers or functions in respect of the performance of this Agreement are transferred to another entity, this Agreement is deemed to refer to that new entity as Principal.

5. Insurance

The Contractor, before commencing the Project, must hold or effect policies of insurance appropriate to the Project. Such policies of insurance shall cover:

- (i) Workers' Compensation;
- (ii) Public Liability insurance to an amount of AUD \$10 million and Voluntary Workers Insurance;
- (iii) loss of or damage to any component works being undertaken as a part of or comprising the Works, any temporary works and all materials, construction plant and other things that are brought onto the Work Location Site by or on behalf of the Contractor, to an insured amount not less than the Works Cost;

and promptly produce to the CMA evidence of the insurances held whenever requested to do so.

6. Responsibility for Project

- (a) The Project shall be undertaken at the Contractor's risk.
- (b) The Contractor shall not be liable for any instruction/directions, standards, criteria, professional structural works designs or benchmarks (policies) notified in writing by the Authority with which the Contractor must comply.

The nominated Contractor's Representative may be altered in accordance with Section 9 of this contract.

7. Failure to Perform the Project

- (a) If in the opinion of the Authority the Contractor has failed to perform the Project or strictly comply with its Reporting Requirements in accordance with this Contract (Schedule 5) the Authority may serve a notice on the Contractor specifying the term of the Contract or Project Document or Reporting Requirement not complied with.
- (b) If the Contractor fails to remedy any matter set out in such notice the Authority may, at its absolute discretion:
 - (i) withhold any payment of the Contract Amount or part thereof; or
 - (ii) terminate this Contract.

8. Delay

- (a) Should the Contractor become aware of anything that will or may cause the Project not to be completed by any completion date stated in the Project Specification or Project Timetable (Schedule 3) then the Contractor shall notify the Authority's Representative immediately and submit in writing a request for an extension of the time for completion.



- (b) Should the Contractor fail to proceed with the Project promptly, or, without the approval of the Authority, suspend the progress of the Project or abandon the Project, the Authority may terminate the Contract. Notwithstanding this, which includes an attempt to resolve the issue by both parties, the Authority reserves the right to terminate the Contract if the Project is not completed by the completion date.

9. Variations

Where it is proposed by either party to make a variation to the Project Specifications, that party shall notify the other in writing. Work on the variation(s) shall not proceed until both parties have approved the variation(s) and the Schedules have been amended in accordance with the approval.

10. Cost Overruns

The Authority will not pay any amount in addition to the Contract Amount set out in Schedule 2 unless prior approval for such payment, in writing, is obtained from the Authority. Such approval may be given or withheld in the Authority's absolute discretion and if given may be subject to conditions.

11. Termination

- (a) Either party may terminate the whole or any part of this Contract at any time by 28 days written notice addressed to the Contractor or Authority and such termination shall not expose either party to any claim for damages by reason of that termination.
- (b) Upon any termination of this Contract, the Authority will only be liable to pay the Contractor for work satisfactorily completed at the date of termination and the Contractor is to return any over-payment. The Authority may request the Contractor in writing to repay such over-payment, together with interest at the District Court debt rate for the time being. If the Contractor fails to repay all money and interest, the Authority may recover them in any appropriate court as a debt due to the Crown.
- (c) Nothing herein shall affect either party's common law rights to terminate the Contract on account of a repudiation by either party and recover damages.

12. Service of Notices

Any written notice or demand provided for in this Contract may be served on the Contractor by ordinary prepaid post, facsimile or e-mail to the Contractor Contact's address shown on the face of this Contract.

13. Authority's Representative

The Authority's Representative nominated under this Contract shall have the following duties:

- (a) oversee the performance of the Contractor under this Contract;
- (b) serve any notice referred to in the Contract;
- (c) receive and consider reports to be provided by the Contractor under this Contract;
- (d) maintain liaison (including considering reasonable requests) with the Contractor under the provisions of this Contract and otherwise act for the Authority hereunder.



14. Publicity

The Contractor acknowledges and agrees that all publicity releases, media and like announcements with respect to the Project will be provided to the Authority at the time of distribution.

The Contractor agrees to actively acknowledge and promote the Authority's contribution and support to the project.

The Contractor must ensure that any communication activity, including publications, articles, newsletters, field days and signs relating to the project, acknowledges that it has received Australian and NSW Government funding and displays the agreed generic logos or branding where possible.

15. Goods and Services Tax

- (a) In this clause the expressions "consideration", "GST", "GST Law", "recipient", "supply", "adjustment note", "adjustment event", "input tax credit" and "tax invoice" have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999. A reference to a party to this Contract includes a reference to that party's "representative member" as defined in the above Act.
- (b) The Contractor may recover from the Authority any GST payable in relation to this Contract. The amount of any GST shall be paid at the same time as the consideration is paid for the supply to which it relates.
- (c) Unless expressly stated otherwise, the contract amounts or other consideration specified payable from the Authority to the Contractor are inclusive of GST at the GST rate prevailing at the Contract date. If the GST rate is varied during the currency of the Contract, the GST inclusive amount may be varied to reflect those changes.

In the imposition of GST or any subsequent change in the GST law is accompanied by an abolition or reduction in any existing taxes, duties, excises or statutory charges the consideration payable by the Authority shall be reduced by the same proportion as the reduction in the Contractor's cost. The Authority may request that the Contractor provide it with all reasonable evidence necessary to demonstrate compliance with this clause.

All invoices or claims submitted by the Contractor under this Contract will be accompanied by a tax invoice. The Authority is not required to pay any amount on account of GST until this requirement has been complied with.

- (d) Where an adjustment event occurs in relation to any supply under this Contract, the supplier must provide an adjustment note to the other party within 14 days after that adjustment event.
- (e) To the extent the Authority is liable under this Contract to reimburse the Contractor for any costs that the Contractor has incurred with a third party, the Authority will only be liable to reimburse the Contractor for the amount of those costs less any input tax credit the Contractor is entitled to.

If the GST applies to any supply made by the Authority under this Contract, the Contractor will pay an amount on account of that GST liability to the Authority within 14 days of being provided with a tax invoice.

Unless expressly stated otherwise all monetary specification limits (eg insurance) in the Contract are exclusive of GST.



16. Intellectual Property

- (a) Subject to any agreement between the Authority and the Contractor to the contrary, the title to and intellectual property rights in any material arising from the Contractor's performance of the Contract vests solely upon its creation in the Contractor.
- (b) The Contractor grants to the Authority non-exclusive, perpetual, royalty free licence (including a right to sub-licence) to use such material.
- (c) Clause 16(b) will not affect any pre-existing IP rights of any material, information or services provided by any party. Where this contract generates or provides material containing pre-existing IP material and a right to pre-existing material cannot be licenced, the licence as a minimum must enable the Authority to make contract material available to third parties and/or in the public domain. By signing this agreement, the contractor agrees to such a minimum licence.
- (d) Crown copyright rules apply to material developed by or on behalf of the Crown. For example, data collected or derived from existing State held data will remain considered Crown copyright.
- (e) The Contractor must provide data products which comprise or are a component of the Contract Material with metadata (documentation about data) that meets the most recent standards specified by ANZLIC (www.anzlic.org.au) – the Spatial Information Council.

17. Privacy

Both parties agree to comply with the Information Privacy principles set out in section 14 of the Privacy and Personal Information Protection Act 1998 and to comply as far as practicable with any policy guidelines set down by the Authority relating to the handling of personal information.

18. Dispute Resolution

Any dispute or difference ("dispute") arising out of or in connection with this contract must be resolved as follows:

- (a) The parties will cooperate with each other and use their best endeavours to resolve by mutual agreement any differences between them and all other difficulties which may arise from time to time relating to this Contract.
- (b) If a dispute is not resolved through the above procedure the parties must then refer the dispute to mediation by a qualified Mediator agreed to by the parties.
- (c) The Mediation Referral commences when any party gives written notice to the other(s) specifying the dispute and requiring its resolution under this clause.
- (d) Each party must continue to perform this Contract notwithstanding the existence of a dispute or any proceedings under this clause.

19. Key Persons

- (a) The contractor must use its best endeavours to ensure that where persons are named either in the application or work plan, those individuals are engaged in the performance of the role identified.
- (b) The contractor shall notify the Authority immediately if a person named in the documents ceases to be engaged in the performance of the role and shall forthwith provide details of similarly qualified or experienced substitutes for that person.



- (c) Any substitute for a person named must be approved by the Authority before commencing work, however in this regard the Authority must not unreasonably withhold its approval.
- (d) If the Authority does not approve of a substitute or if no substitute is put forth by the Contractor for approval then the Authority may regard the Contractor as in default of this agreement.

20. Term of Agreement

The term of this agreement shall be for the period specified in Schedule 3 – Project Timetable.



SPECIAL CONDITIONS

No special conditions



SCHEDULE 1 – PROJECT SPECIFICATION

Project Outcomes

- **Reduction of acid sulfate soils (ASS) products from the Tweed floodplain**
- **Adoption of farmers implementing ASS Best Management Practice.**
- **Increased awareness and understanding by farmers and community of ASS/NRM sustainable management practises on the floodplain.**

The following outputs should be delivered within in the project area, through implementation of the **Project Work Plan** attached as **Appendix 1**:-

- One water control structure modified, maintained and actively managed
- 800 m of drains modified and maintained.
- 1000 additional hectares of the floodplain adopting accepted industry Best management Practice.
- An agreement negotiated with the landholder/manager to implement on ground works and provide maintenance as required for an agreed period into the future
- Two community capacity building products(newsletter articles, press releases, radio interviews, workshops, field days) highlighting the project outcomes

SCHEDULE 2 – CONTRACT AMOUNT

A total amount of \$50,000+ \$5000 GST) will be paid to the Contractor by the Authority to satisfactorily complete the project by achieving the Project Outcomes through delivery of Project Outputs as specified in the Project Work Plan

SCHEDULE 3 - PROJECT TIMETABLE

Start Date The date the Contract is signed by the Authority's Representative

Completion date: 30 June 2007

SCHEDULE 4 - PAYMENT SCHEDULE

Payment will be available in instalments as follows:

Initial Payment – Following the contract being signed by both parties a payment of \$22,000 (+ \$2200 GST) will be processed. The payment will be based on the contractor's tax invoice, which must accompany the signed contract forwarded to the Authority.

Progress Payment 1 – Upon satisfactory acceptance of a Progress Report (see Schedule 5) a payment of \$22,000 (+ \$2200 GST) will be processed. The payment will be based on the contractor's tax invoice, which must accompany Progress Report 1.

Final Payment – Upon satisfactory acceptance of the Final Report (as outlined in Schedule 5) a final payment of \$6000 (+ \$600 GST) will be processed. The payment will be based on the contractor's tax invoice, which must accompany the Final Report.



INVOICING

Please forward your tax invoice for **Initial payment** (made out to the Northern Rivers Catchment Management Authority) to:

General Manager
NRCMA
PO Box 618
GRAFTON NSW 2460

Please forward your tax invoices for all **progress payments** and **final payment** (made out to the Northern Rivers Catchment Management Authority) to:

Simon Proust
Northern Rivers Catchment Management Authority
PO Box 1417
Coffs Harbour 2450

SCHEDULE 5 – REPORTING REQUIREMENTS**Progress Reports**

The contractor will be required to provide the Authority's Representative with Progress Reports demonstrating satisfactory progress in the delivery of project Outputs as specified in the Project Work Plan (Appendix 1). Reports must be submitted using the template provided (Appendix 2). All publicity releases and the relevant tax invoice should be included. Progress reports should be addressed to:-

Simon Proust

Northern Rivers Catchment Management Authority
PO Box 1417
Coffs Harbour 2450

Final Report

The Contractor is required to provide the Authority's Representative with two copies of a Final Report using the attached Final Report Template as original hard copies and also one in electronic form (emailed, CD etc). Visual presentation of information, where relevant, as maps, graphs, figures and photographs, is desirable in the Final Report.

Utilising the **Appendix 2** template the Final Report must include the following –

1. Project Administration
2. Summary of Project Outputs
3. Final Report – Project Work Plan – a fully completed Project Work Plan including Project Tasks, Outputs and Achievements.
4. Final Report – Financial Information – an auditable financial record of the project, including in-kind contributions and additional funds obtained
5. Final Report – Project Evaluation - an evaluation of the project including achievement of outcomes, identification of any problems, further work required, and any recommendations to improve future projects.
6. Declaration
7. Copies of photos, maps, publicity releases and communications material produced throughout the project.

The **Final Report** together with the final invoice are to be forwarded to the Contract Contact (see above). Once approved, the final invoice will be forwarded to the Grafton office for processing.



North Coast Catchment Management Web Based Reporting System

The contractor must record, by the Completion date (Schedule 3), spatial data, ownership details, relevant biophysical attributes as well as management activities and outputs for the project in the North Coast Catchment Management Web Based Reporting System (currently known as the Blueprint Reporting System or BRS, which is under review)

Unsatisfactory Reports

If any report is deemed to be unsatisfactory by the Authority, the Contractor will be contacted by the Authority's Representative or his nominee to discuss areas of concern and appropriate action. Reports should then be amended and resubmitted on a date agreed to by both parties.



North Coast Catchment Management Web Based Reporting System

The contractor must record, by the Completion date (Schedule 3), spatial data, ownership details, relevant biophysical attributes as well as management activities and outputs for the project in the North Coast Catchment Management Web Based Reporting System (currently known as the Blueprint Reporting System or BRS, which is under review)

Unsatisfactory Reports

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APPENDIX 1 – WORK PLAN

Project Title: Coastal Floodplain ASS: Project 06/07/08/09/10/11/12/13/14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30/31/32/33/34/35/36/37/38/39/40/41/42/43/44/45/46/47/48/49/50/51/52/53/54/55/56/57/58/59/60/61/62/63/64/65/66/67/68/69/70/71/72/73/74/75/76/77/78/79/80/81/82/83/84/85/86/87/88/89/90/91/92/93/94/95/96/97/98/99/100	PROJECT TASKS	PROJECT OUTPUTS*	OUTCOMES LINKED	DATE ACHIEVED BY:	PARTNERSHIPS	BUDGET
Develop Project Team & Necessary Operational Resources	Management resources allocated to project. Appointment of part-time person to assist Councils permanent Floodplain Officer.	1,2,3	October 06	Human Resource Unit and Environment & Health Unit Manager	1,000	
Identify Stakeholder Needs	Industry and individual landholder recommendations for works to assist in the implementation of BMP identified.	1,2,3	September 06	BSES Officer Sugar Industry representatives ASS Hot spot landholders University Researchers	1,000	
Strategically Plan the Project	Priority sites for on-ground works identified. On-ground works and implementation of BMP negotiated with landholder/stakeholders. Management plans for on-ground works and implementation of BMP developed. Approval for works eg DPI, TSC	1,2,3	October 06	BSES Officer Sugar Industry representatives ASS Hot spot landholders University Researchers DPI TSC Design Unit (advise on approval process) NRCMA Floodplain Network	4,000	
Promote Project To Community/stakeholders	Two community capacity building products Communicate with Floodplain Network – participate in \$ monthly workshops.	2,3	June 30 2007	Media TSC Civic Liaison Officer	500	



Version 306

Northern Rivers Catchment Management Authority
Contract No IS6-7-157a

Manage Delivery Of On-Ground Works	1 floodgate modified, maintained and actively managed An agreement negotiated with the landholder/manager to implement on ground works and provide maintenance as required for an agreed period 800m of drain filled or improved through planting of grassed filter strips and/or stabilising drain bank vegetation 500 additional ha of the floodplain adopting accepted industry Best Management Practise	1.2.3	June 30 2007	TSC Works Unit Sugar Industry representatives ASS Hot spot landholders	55,000
Monitor and Evaluate Project	Monitoring Program developed for each site Monitoring for each site, including photographic record implemented and communicated to stakeholders Progress report lodged	2.3	October 07 June 07	TSC Works Unit Sugar Industry representatives University Researchers	2,500
Progress Reporting	Final Report lodged	3	January 07	NRCMA	500
Final Reporting		3	June 30 07	NRCMA	500



Project Name: Coastal Floodplain ASS Project 06/07 Part A Tweed Date: July 2006

	NHT Funds	Proponent Contribution	Landholder Contribution	Other Contributor*	Total
INCOME (all sources of investment)					
Funds 2006/2007	50,000	10,000	5,000		65,000
Total					65,000
EXPENDITURE (all costs)					
Administration Costs (eg. office expenses,)	1,500				1,500
Employment Costs (Salaries, travel/vehicle allowance etc),	5,000				5,000
Education and Awareness	1,000				1,000
On-ground Works (in	40,000	10,000	5,000		55,000
Monitoring, Evaluation & reporting	2,500				2,500
Total	50,000	10,000	5,000		65,000



Version 306

Northern Rivers Catchment Management Authority
Contract No. IS6-7-157a

APPENDIX 2
PROGRESS REPORT FOR CMA PROJECTS
Northern Rivers Catchment Management Authority
Progress Report No 1

CONTRACT TITLE: Coastal Floodplain ASS Project 06/07 Part A Tweed Catchment

CONTRACT NO.: IS6-7-157a

CONTRACTOR'S CONTACT: Dr. Marty Hancock

CONTRACTOR: Tweed Shire Council

1. Comments on Project progress

Provide an overall statement on; any relevant problems or impediments to project implementation, including achievement of Outcomes.



3. Project Publicity

List media coverage the project has generated ie newsletters, local press, radio interviews.

Please attach copies of all media releases and newspaper hard copies you have collected between last progress report and this report.

4. Declaration:

I declare that I am an authorised representative of the recipient organisation, that the information given on this form is complete and correct, and that expenditure of funds paid under the Contract has been solely on the project and in accordance with the terms of the Project Services Contract.

Name (please print)		
Position in Organisation		Phone E-mail
Signature		Date

Once completed, please submit this Progress report and any accompanying /supporting information to the following NRCMA Contact person by the due date:

<u>Insert CMA Contact Officer details here:</u>	
Name	Simon Proust
Position	Catchment Co-ordinator
Address	PO Box 1417, Coffs Harbour NSW 2450
Phone	(02) 66 530111
Fax	(02) 66 523936
E-mail	simon.proust@cma.nsw.gov.au



Office use only

CMA Contract Contact Comments/Recommendation

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Signed

Date



ver 306

Northern Rivers Catchment Management Authority

Contract No IS6-7-157a

Page 19

Appendix 3
FINAL REPORT FOR CMA PROJECTS
Northern Rivers Catchment Management Authority (NRCMA)

CONTRACT TITLE: Coastal Floodplain ASS Project 06/07 Part A Tweed

CONTRACT NO.: IS6-7-157a

CONTRACTOR'S CONTACT: Dr. Marty Hancock

CONTRACTOR: Tweed Shire Council

PROJECT DURATION: Start: Insert start date Finish: 30 June 2007

1. Summary of Project Outputs	Target	Achieved
No of properties benefited from onground works		
No of landholders participated in extension activities (ie workshops/field days/onsite visits)		
No of management/action/farm plans developed		
Kms Area (Ha.) treated as result of project		
Have the project outputs been entered into the Blueprint Reporting System (BRS)		

Additional comments:

Provide an overall statement on any relevant problems or impediments to project implementation including achievement of outcomes. Any Recommendations for delivery of similar projects in the future should be made in Section 5.3 below



4. Final Report - Project Evaluation

4.1 Achievement of Outcomes – address each outcome explaining what level of achievement was reached

Outcomes (from Project Brief)	Level of Achievement/Comment

4.2 Identify any problems experienced while undertaking the Project

4.3 List any Recommendations you would make to improve delivery of a project like this in the future

5. Participation

List major groups and partnerships that have been forged/engaged in this project.

Name of Group/Partnership	Type of Involvement	Number of Participants
<i>Examples:</i> Landowners	<i>Examples:</i> on-ground planning	<i>Examples:</i> 8
Local Govt reps	- steering group & cash contributions	4
Community groups	- training events	2 groups X 12 individuals

6. Project Publicity

List media coverage the project has generated ie newsletters, local press, radio interviews.

Please attach copies of all media releases and newspaper hard copies you have collected between last progress report and this report.

7. Declaration:

I declare that I am an authorised representative of the recipient organisation, that the information given on this form is complete and correct, and that expenditure of funds paid under the Contract has been solely on the project and in accordance with the terms of the Project Services Contract.

Name (please print)		
Position in Organisation		Phone E-mail
Signature		Date

Once completed, please submit this Progress report and any accompanying /supporting information to the following NRCMA Contact person by the due date:

<u>Insert CMA Contact Officer details here:</u>	
Name	Simon Proust
Position	Catchment Co-ordinator
Address	PO Box 1417, Coffs Harbour NSW 2450
Phone	(02) 66 530111
Fax	(02) 66 523936
E-mail	simon.proust@cma.nsw.gov.au

Office use only

CMA Contract Contact Comments/Recommendation

Signed
Date

