

# **KEMPSEY SHIRE COUNCIL**

## **CONSULTANT BRIEF**



### **BOYTERS LANE WETLAND & PLAYING FIELDS (Lots 78, 79 & 802 Boyter's Lane) MANAGEMENT PLAN**

**March 2004**

## **PART A: CONSULTANT BRIEF**

### **1.0 INTRODUCTION**

#### **1.1 General**

This brief is to seek consultant services to prepare a Management Plan for Boyters Lane Wetland and Playing Fields in accordance with the general provisions of the States Estuary Management Manual (1992) and Councils LEP (1987). The Plan is to identify Councils responsibilities and define appropriate Management Strategies for both the wetland/estuary and playing field areas and proposed walkway.

#### **1.2 Location**

Boyers Lane Wetland is located approximately 3km south of the coastal village of South West Rocks within the Kempsey Local Government Area on the mid-north coast of NSW.

South West Rocks is a popular holiday resort and town has a population of around 4000 and is about 25km northeast from Kempsey.

South West Rocks is growing strongly, increasing its population from 3287 to 3963 people during the 1991 – 1996 Census period. The Projected population by the year 2016 is estimated at around 7597.

South West Rocks residents have a strong community spirit and actively seek action to maintain the health of their environment.

#### **1.3 Background Information**

Kempsey Shire Council has submitted a Development Application to develop playing fields on the southwest fringe of the study area (refer Fig.2). Council will also be required to construct a sewer pumping station (Stn. No. R28).

NPWS and Council have received community concerns relating to potential adverse impacts as a result of Council's proposal to develop playing fields in the study area.

NSW Bird Atlases members have been recording bird species within the wetland area and have identified that the area is an important wetland habitat. (Council hold correspondence)

The North Coast Environmental Council produced the *Macleay Wetlands Management Plan 1999*.

Australian National University (ANU) students have undertaken an Environmental Audit of the flora & fauna within the study area. The audit was undertaken in mid April 2004. The information recorded will be provided to the successful consultant.

Council is looking at constructing (when funds are available) an environmentally sensitive pathway/walkway through sections of the eastern sector of the site that will facilitate an environmental education component (refer Fig.4)

#### **1.4 Description of Boyters Lane Wetland**

Boyers Lane Wetland is a small tidally influenced estuarine area of approximately 25.8 hectares adjacent to Spencers Creek, a tributary of the Macleay River. Large portions of the study area have acid sulfate soils at or near the surface.

The majority of the terrestrial area within the study site is covered with introduced grasses such as common couch and paspalum.

SEPP 14 Wetlands N0. 443 are located nearby.

The study is Zoned 1 (A1)

### **2.0 ESTUARY PLANNING PROCESS**

#### **2.1 Coastal & Estuary Management Committee**

Kempsey Shire Council has an active Coastal & Estuary Management Committee. Their role is to facilitate the development of management plans for the estuaries and coastal resources of the Kempsey LGA, largely through Councils funding supported with matching dollars from the States Estuary & Coastal programs

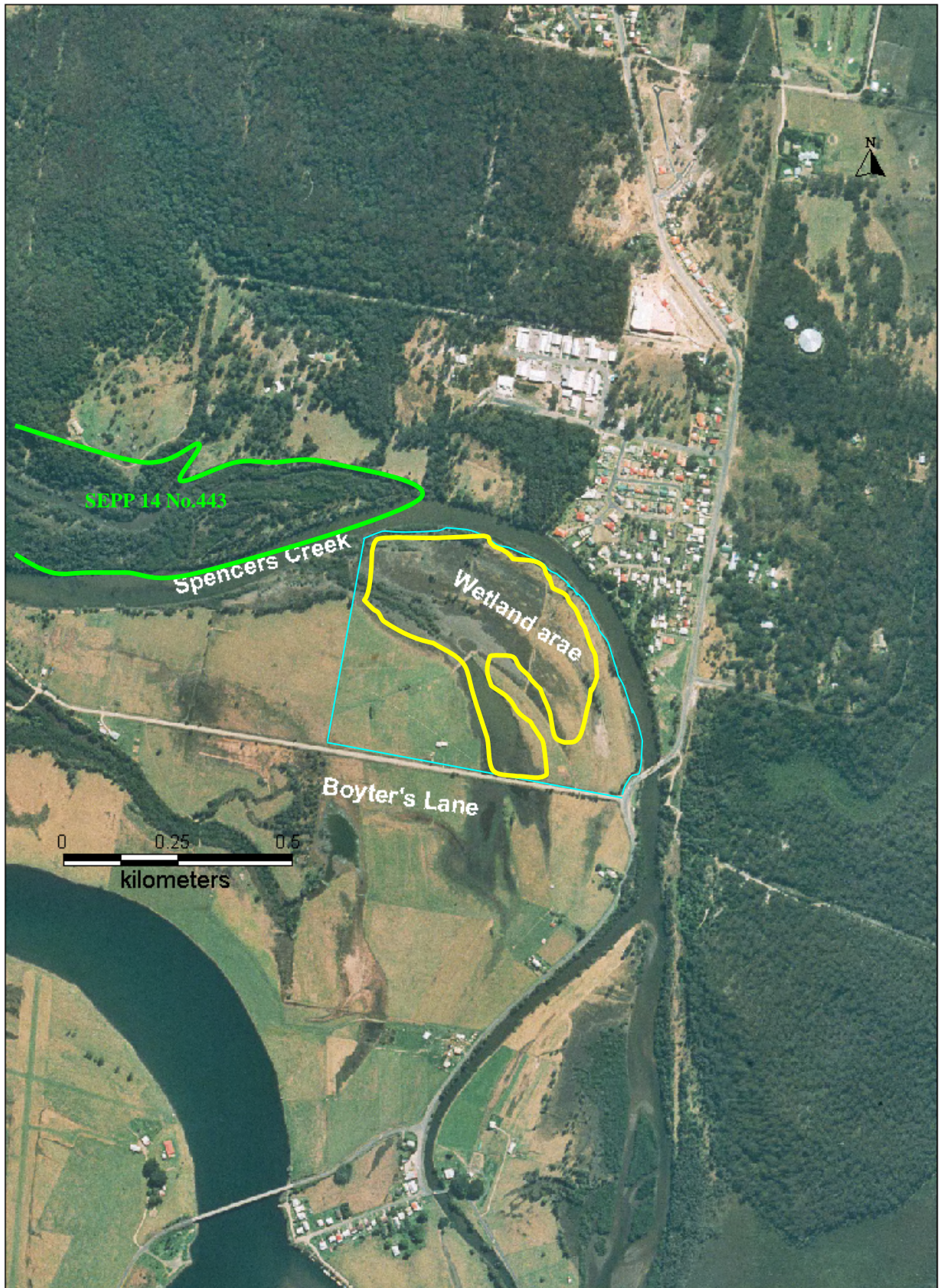
#### **2.2 Boyter's Lane Working Group**

A small working group of stakeholders representing various interests relevant to the Management of the Boyter's Lane Wetland and playing fields is in the process of being established. This working group will reports back to Councils Director of Engineering and to the Coastal & Estuary Management Committee by means of Council Environmental Officer.

#### **2.3 Estuary Management Policy**

To foster better management of estuarine areas in New South Wales, the NSW Government has formulated an Estuary Management Policy to encourage the integrated, balanced responsible and ecologically sustainable use of the States estuaries. (NSW Governments1992). This Management Plan is to be consistent with provisions described in **Steps 5,6&7** of the NSW Government Estuary Management Manual October 1992.

### **3.0 STUDY AREA (Refer Following Figures).**



**Figure No.1 Boyters Lane Study Area (within blue line)**

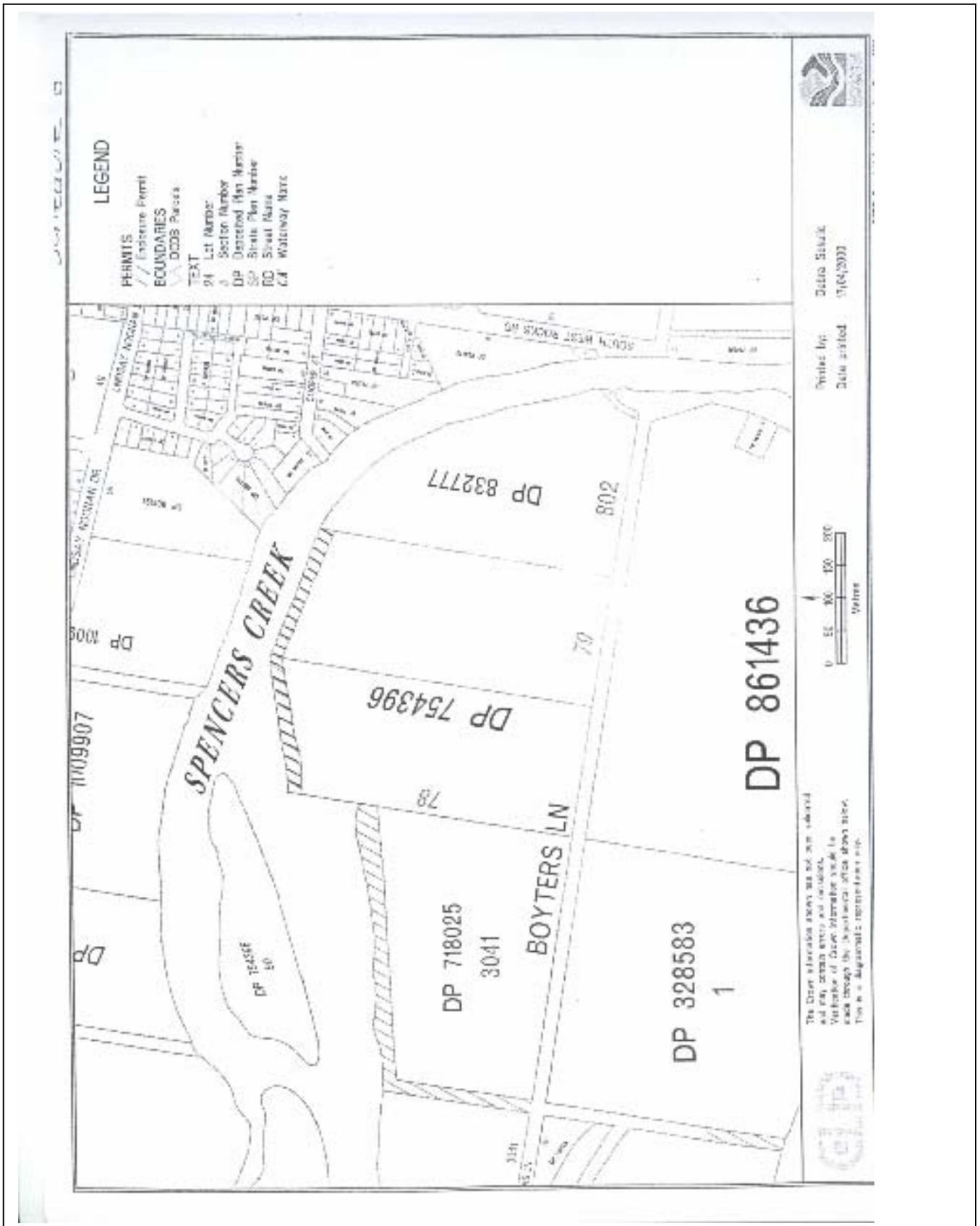
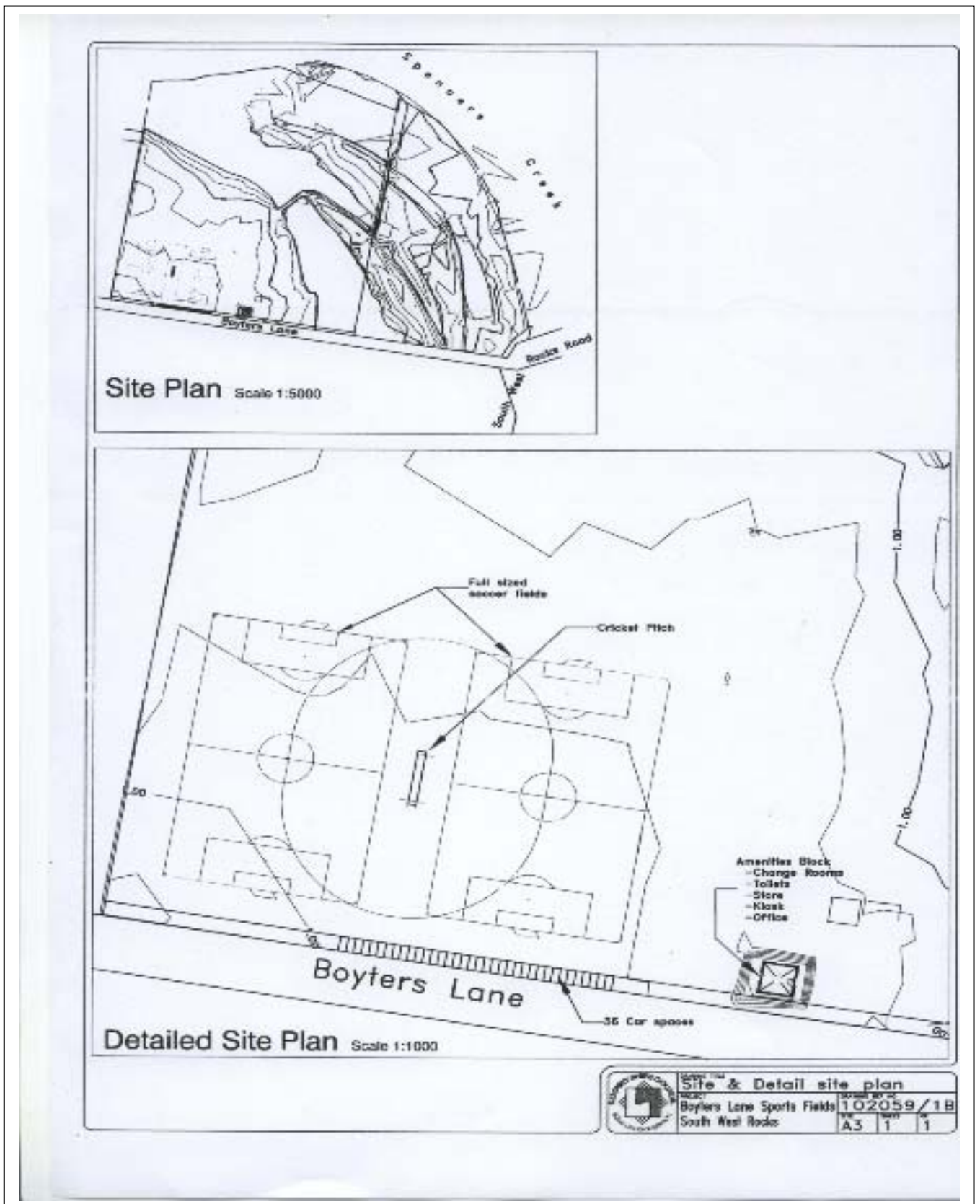
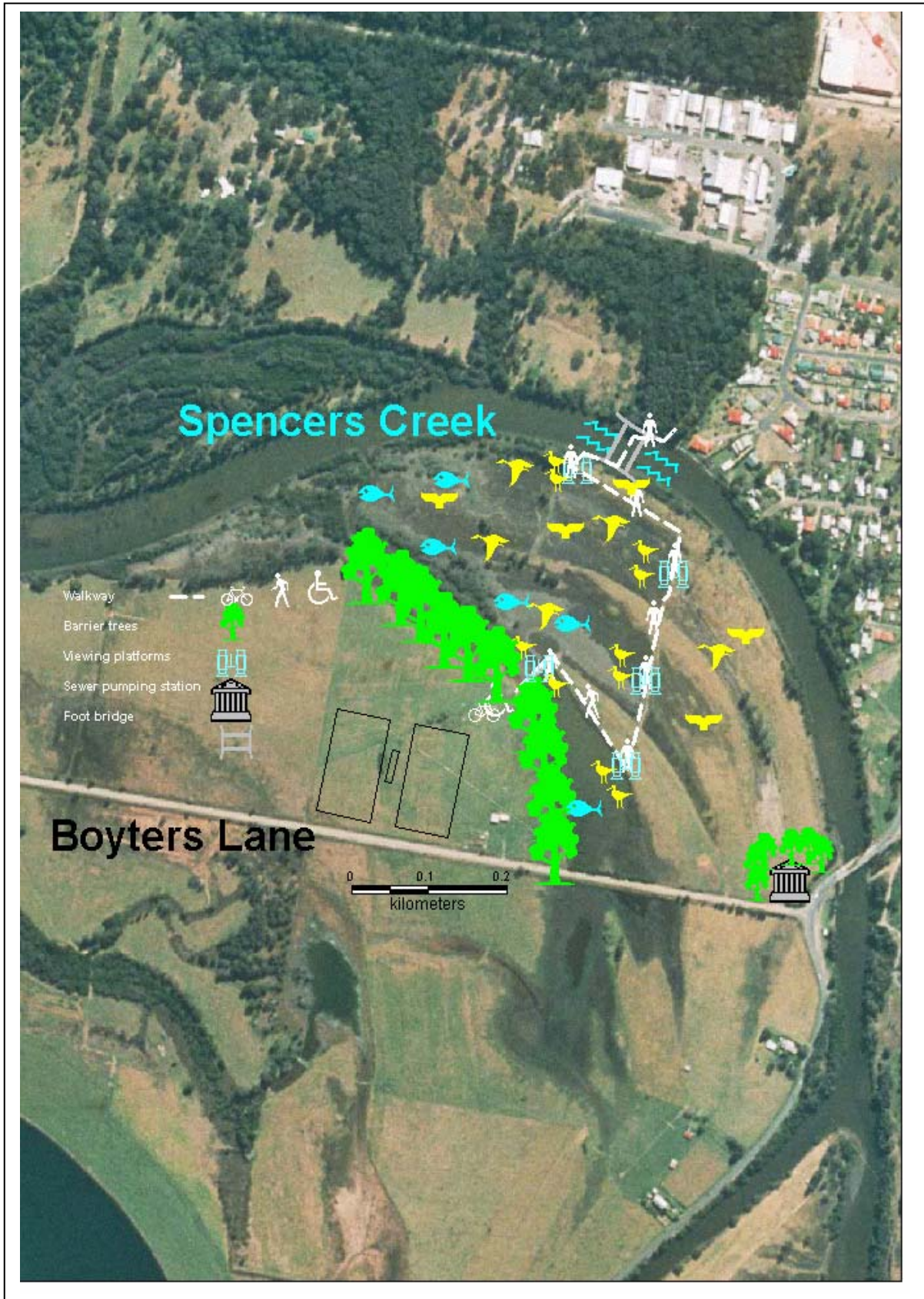


Figure. No.2 . Cadastre and Crown land information.



**Figure. No.3 Conceptual Plan of Boyters Lane Playing fields.**



**Figure. No.4. Initial baseline concept model for overall area of Boyters Lane area (including walkway). *Please note: the consultant in the Management Plan must identify the recommended design and layout of the walkway and any observation station***

### 3.1 Estuary Management Plan Study Area

The study area comprises lots;  
DP 754396 (Land ID 14295 & 14294)  
DP 832777 (Land ID 19399), the road to the north of those lots (& perhaps the road to the north of DP 718025)  
and all water bodies within those identified land parcels

### 4.0 ISSUES

In summary the issues raised by Boyters Lane Wetland Working Group and Coastal & Estuary Management Committee are:

- ◆ The site is mapped under SEPP71 (Coastal Protection)
- ◆ The site is located very close to SEPP 14 (Wetland No. 446)
- ◆ Council is committed to developing playing fields on the western sector of the site
- ◆ Council wishes to construction of a pedestrian and educational walkway with observation stations within the eastern sector of the site
- ◆ Councils has a long-term plan to link the Boyters Lane Playing fields to the CBD and sections of the residential area with a pedestrian/cycle way
- ◆ The Bird Observers Club of Australia (BOCA) has identified that an exceptional range of bird species inhabit and/or frequent the site, including a number of species listed as vulnerable under the NSW Threatened Species Conservation Act 1995.
- ◆ NPWS has raised concerns that Council's proposal to develop the sections of the site may have potential impacts on wetland values
- ◆ Feral and domestic animal management
- ◆ Sporting field lighting and night activities
- ◆ The impacts on established biodiversity as a result of any pending management changes (i.e. from grazing to non-grazing etc)
- ◆ Archaeological and cultural significance of the site must be determined
- ◆ Salt water intrusion on private property
- ◆ Council wishes to re-establish native riparian to supplement the educational walkway in areas determined via the Management Plan
- ◆ Access to playing fields
- ◆ Sewer pumping station will be required to service the facilities. A REF has been developed by Council.
- ◆ Council is developing a urban and industrial stormwater strategy for land immediately north (across Spencers Ck) of the Boyters Lane site
- ◆ Council is investigating the transfer of management from Crown Land to Council management of the existing Crown Lands (refer Fig 2)
- ◆ Short-term fire management

## SCOPE OF WORKS

### 5.0 WETLAND/PLAYING FIELDS MANAGEMENT PLAN

The consultant is to prepare a Management Plan based on the outcomes of the flora & fauna audit, site sensitivity and characteristics, and the obligations to Council in regard to the development and management of the playing fields that;

- a). Frames the context of management for the wetland and playing field areas
- b). Identifies estuary values, significance, critical processes and threats.
- c). Describe current and likely future activities, highlighting those posing a threat or risk to wetland and other identified sensitive areas
- d). Explore management options for all issues raised
- e). Describe the local institutional management frameworks and responsibility
- f). Make recommendations as to preferred management options
- g). Detail method of implementation and accountabilities

### 6.1 6.1 Establish the Context

- 6.1.1 Critically review and analyse the listed issues to establish clear idea of the direction required in the management planning process and to identify those issues that potentially threaten the long-term health of the site.
- 6.1.2 Review the environmental audit findings to check that sufficient understanding exists to progress effective management of issue. Flag those questions that remain unanswered,
- 6.1.3 Broadly group issues that pose a high risk, and/or threat, to achieving the primary outcomes

### 6.2 Estuary Values

- 6.2.1 Identify and map areas of high natural and or cultural values of Boyters Lane Wetland and estuary that make it important in a local, regional or national sense. (Such features may include cultural, visual, ecological, recreation, education, economic and social characteristics.)

### 6.3 Aboriginal Values

- 6.3.1 Undertake a desktop assessment of known aboriginal values to highlight priority interests and outcomes to guide any further consultation process.

### 6.4 Regional Significance

- 6.4.1 Assess the significance of the Boyters Lane Wetland in terms of broader coastal planning issues, such as a tourist destination and regional recreational and economic resource.

### 6.5 Critical Processes

- 6.5.1 Provide an overview of the critical processes and their interactions that maintain the structure and function of the wetland and immediate terrestrial area.

### 6.6 Current Land uses

*Current uses refer to all activities associated with the use of Boyters Lane study area, waterfront lands, submerged lands, and the waterway*

- 6.6.1 Map current land and waterway uses of the Boyters Lane Wetland and estuary and

its foreshore areas land status and tenure, control and occupation noting all crown reserve lands that may potentially provide public access to creek system and its foreshore.

- 6.6.2 Map existing waterway infrastructure including, wharves, jetties, pontoons, boat launching ramps, bridges, walkways and
- 6.6.3 Map all flood mitigation, drainage structures, STP and stormwater outlets with details of tenure and control responsibility
- 6.6.4 Highlight conflicts between existing uses and stakeholder requirements
- 6.6.5 Highlight and discuss those uses and developments that may threaten or pose a risk to the estuary's structure, health, ecological processes, and existing uses
- 6.6.6 Define and map those areas vulnerable to sea level increases and climate change

## **6.7 Future Landuse**

- 6.7.1 Map future land use in the immediate and/or surrounding area noting future urban growth strategies of Council
- 6.7.2 Highlight those areas that pose potential threat and risk to ecosystem structure and health

## **6.8 Management Objectives**

- 6.8.1 For each issue or group of issues, define the management objectives acknowledging State policies specifically the NSW Coastal Policy, State Wetlands Policy, NSW Flood Risk Management Policy, Councils LEP and community interests

## **6.9 Community Consultation**

- 6.9.1 Hold a workshop/meeting on-site involving interested C&E Committee and working group members, key stakeholders and local community representatives to develop management objectives and discuss and rank management strategy options.
- 6.9.2 Workshop/meeting to be held at a time to optimise opportunity for input.

## **6.10 Investigation Potential Management Options**

- 6.10.1 Compile a comprehensive list of management options for dealing with each management issue, indicative actions are those most likely to be necessary and effective
- 6.10.2 Present detailed information on likely costs, benefits, constraints, opportunities, practicality, impacts and responsibilities.

## **6.11 Social Attitudes, Institutional Structures and Management Frameworks**

- 6.11.1 Describe the current management of the Boyters Lane study area noting any other relevant management plans/strategies
- 6.11.2 Detail where and how the proposed management may be improved/supplemented via the delivery from possible future investment
- 6.11.3 List and detail relevant legislation and policies including NSW Coastal Policy 1997, State Rivers and Estuaries Policy, Coastal Crown Lands Policy, Crown Land Foreshore Tenures Policy (Non-Commercial Occupations), NSW Wetlands Policy,

### **6.13 Management Plan Report**

**6.13.1** It is expected that the Wetland/Playing Fields Management Plan Report will include:

- a). An executive Summary
- b). Summary of important findings from the flora & fauna audit and/or any other relevant findings
- c). Critical analysis of issues
- d). Primary outcomes sought
- e). Results of workshop/meetings on analysis of issues and management options
- f). Appraisal of all management issues
- g). Management options for each management issue including advantage, disadvantage, comment, capital cost, maintenance cost and community acceptance.
- h). List of ranked management issues and preferred management options
- i). Description of local institutional arrangement, management frameworks and accountabilities
- j). Methods of implementation

#### **6.13.2 Figures & Maps.**

Figures and maps included within the Management Plan must be clearly defined and labelled accordingly.

**Note** maps and figures (where applicable) are to use orthorectified airphotos as base plan with appropriate layers to allow ease of reference by lay people

**6.13.3** It is intended that Kempsey Council will place the final draft management plan on public exhibition.

**6.13.4** The consultant will be required to review comments received and following discussions with the Committee, amend the draft management study prior to finalisation.

### **7.0 Estuary Management Plan**

**7.1** On completion the Consultant shall prepare a Boyters Lane Wetland & Playing Fields Management Plan

**7.2** The Management Plan shall present a scheduled list of fully costed management strategies and actions to be recommended for adoption by council State Agencies and all key players, that satisfy the objectives and resolve the identified issues in a simple step by step format

#### **7.3 The Plan shall;**

**7.3.1** Provide an overview of the wetland & estuary, its processes, values, key features, uses and conflicts, issues and pressures and current management responses;

**7.3.2** Use mapping as principle tool to convey management options. Maps should utilise an orthorectified air photo base map as the primary layer.

- 7.3.3** Document the community’s aspirations for the future of the wetland and playing fields, its goals and management objectives;
- 7.3.4** Rank objectives and strategies in order of degree of threat &/or risk posed to health of river system
- 7.3.5** Detail the actions and responsibility required to implement each strategy;
- 7.3.6** Clearly articulate the changes required in specific planning and development control instruments to improve management of activities and afford improved care of the physical attributes of the wetland & estuary
- 7.3.7** Provide conceptual designs on identified works (pedestrian walkway) proposed
- 7.3.8** Include performance measures that can be used to gauge whether each strategy is having the desired effect in both the short and long term;
- 7.3.9** Document an implementation strategy. This will detail
  - a). Most appropriate methods to implement each of the strategies
  - b). Include sequence of implementation steps to be followed for incorporation into councils’ planning instruments, environmental assessment processes,
  - c). Make recommendations on the design concept described in the DA and of any structural measures or works which may be required
  - d). Outstanding questions that must be answered by further studies and assessments
- 7.3.10** Where possible detail capital, operation and maintenance costs and method of funding the implementation of each strategy; and
- 7.3.11** Ensure that plan activities and actions are practical, achievable and achieve sustainable outcomes
- 7.3.12** Recommend a process for Plan review and monitoring detailing the criteria and responsibility.

## **7.5 Plan Format**

- 7.5.1** The Wetland & Playing Fields Management Plan shall be presented in both a document and digital format
- 7.5.2** The document shall include both written and diagrammatic information describing how particular areas of the wetland/estuary and its surrounds are to be used and managed.
- 7.5.3** The document shall incorporate the finding of the Environmental Audit
- 7.5.4** The following is a suggested format for the Plan:
  - a) Summary
  - b) Introduction
  - c) Management Plan boundary
  - d) Management Plan Framework
  - e) Estuary management goals and desired outcomes
  - f) Land Status and tenure
  - g) Estuary Setting and Processes
  - h) Regional Significance and Key Values
  - i) Current Uses and Threats
  - j) Future Land and Estuary Uses
  - k) Management Objectives

- l) Scheduled List of preferred management actions fully costed and ranked to outcomes desired for management issues
- m) Plan Components
- n) Costs, Funds and Timing
- o) Plan Implementation
- p) Plan Monitoring and Review
- q) Future Studies

#### **Tables**

- i) Summary of preferred management actions
- ii) Attributes of the Boyters Lane Wetland and catchment
- iii) Zoning categories and percentage wetland catchment area, relative significance
- iv) Strategic Plan grouped in order of priority actions for implementation. Within each priority level, strategies/actions are to be grouped into planning and development controls, protective and remedial works education programs, and monitoring and research.
- v) For each management issue/objective, show the strategy, action, responsibility, environmental performance measures and target.

#### **Figures/Maps**

- i) Location plan and extent of catchment.
- ii) Areas of significant aquatic and riparian habitat.
- iii) Location of overall strategies for implementation of the management plan.
- iv) Location of existing waterway development jetties, pontoons, boat ramps,
- v) Land zoning and ownership in and adjacent to the study area
- vi) For each management issue, the areas of concern.
- vii) For each management issue, the location and extent of management strategies
- viii) Reserve facilities should show location and concept design of landscaping, pathways, facilities etc.

## **7.6 Draft Plan Report**

**7.6.1** A *draft* Management Plan will be subject to public display and review to provide all interested parties with the opportunity to:

- a) Assess what management is proposed for the Boyters Lane Wetland & Playing Fields, the means and implications of proposed controls, remediation actions,
- b) Register any objections or suggestions.

**7.6.2** Attention is to be given to presenting information in clear written, graphical, diagrammatic and tabular form that is readily understood by councils, Government agencies and the community.

**7.6.3** Following incorporation of Councils and the working groups comments, five (5) copies of the draft report shall be provided to Council by the Consultant for public

exhibition. The draft shall be of a quality appropriate for broad community distribution.

**7.6.4** During the public exhibition period the Consultant may be required to attend a site inspection / public meeting and give a presentation on how the Plan was achieved and provide answers to any enquires.

**7.6.6** For the public exhibition and meeting the Council will:

- a) distribute copies of the draft plan report as requested;
- b) prepare advertisements and pay advertising costs (via the DA process);
- c) provide an avenue for responses

**7.6.7** For the public exhibition and meeting the Consultant will:

- a) prior to the public exhibition, prepare a newspaper article that summarises the issues, options and main aspects of the Management Plan;
- b) facilitate a site inspection;
- c) provide a short presentation at the site inspection;
- d) answer any technical enquires;
- e) take into consideration community feedback not brought forward previously.
- f) prepare a panel display summarising the outcomes of the plan.

## **7.7 Final Plan**

**7.7.1** Following appropriate consideration of community comments, review by the Committee of proposed amendments, and written approval, the Consultant shall print ten (10) copies (preferably with colour exhibits) of the final Boyter's Lane Wetland & Playing Fields Management Plan for distribution.

**7.7.2** In addition the Consultant shall supply to Council an unbound printing quality master copy (including artwork) of the Estuary Management Plan plus a copy in the following electronic form:

- a) textual data (report) - Word 6.0 for Windows or later version
- b) pdf file format
- c) format suitable for web listing
- d) graphical data - Mapinfo.TAB format or Autocad.DXF format, Mapinfo version 4.5 Autocad Version 14
- e) Tabular data - Excel 5.0 format or later version

## **8.0 REPORTING AND TIMETABLE**

**8.1** The Consultant shall supply in the proposal

- a) a realistic timeframe and program timetable for completion to draft plan report
- b) timetable for the completion of the final plan report stage.

**8.2** Brief and concise progress reports to Council on the study are required **monthly**. These reports should highlight aspects of the study that may not have been identified in the brief but could add value to the end product or improve on the process to arrive there.

## 9.0 CONTACT OFFICER

The Council officer responsible for briefing and liason

Ron Kemsley	Keith Finnie
Environmental Officer	Director Engineering
Kempsey Shire Council	Kempsey Shire Council
02 6566 3248	02 6566 3273
ron.kemsley@kempsey.nsw.gov.au	keith.finnie@kempsey.nsw.gov.au

### 9.1) Agency Contact details

*The following contacts have knowledge of the area and proposal described in this brief.*

DIPNR (West Kempsey) – Mr John Schmidt – (02) 6566 7070

DEC (Coffs Harbour) – Mr John Martindale – (02) 6659 8233

NSW Fisheries (Ballina) – Mr Marcus Riches – (02) 6686 2018

Bird Observers Club of Australia – Mr Ken Shingleton (02) 6566 7846

## 10.0 FEES

**10.1** The fee shall be a lump sum as accepted by Council with the exception of hourly rates for attendance at Committee or other public meetings that are additional to the meetings and community consultation identified in the Brief.

**10.2** The lump sum fee shall include final printing of the Plan, specified site inspections attendance, field surveys and data collection and evaluation, and all costs associated with state agency and interest group interaction.

**10.3** A fee proposal shall be submitted on the Lump Sum Fee Schedule at **Schedule 1**.

**10.4** For work that may arise which is beyond the original engagement, the Consultant is required to provide hourly rates for professional and technical staff from which a time based fee for additional work can be negotiated.

**10.5** Progress payments shall be made in accordance with an agreed payment schedule that reflects completion of tasks and/or achievement of milestones. *The consultant shall submit as part of its proposal a proposed time based progress payment schedule.*

## 11.0 QUALITY ASSURANCE

**11.1** All work under this engagement, including work by sub-consultants, secondary consultants and service providers, shall be carried out under a quality system based on AS/NZ ISO 9001:1994 (or AS/NZS ISO 9002 : 1994 if applicable).

**11.2** The proposal must be prepared as a Quality Assurance document.

## 12.0 COMPLETION OF PROPOSAL

The Consultant is to submit the following information in writing within the time allowed. Two (2) copies of the Consultant's proposal are required.

- a) Consultant's capabilities with respect to methodology, understanding of the brief, experience, team to be used and community consultation program. The Consultant must demonstrate that the disciplines of hydrologic and hydrodynamic engineering, marine biology, ecology, natural resources/town planning, community consultation are adequately covered.
- b) Consultant's fee proposal, itemised as per **Schedule 1**.
- c) Name of the Project Manager for the commission, key staff employed on the work, and persons empowered to accept direction from Council.
- d) Name of proposed sub-consultants
- e) A detailed program showing:
  - start and finish dates for each project task,
  - milestones and critical dates for specialist input,
  - proposed meetings with the Committee and/or council,
  - key personnel working on each project task and allocated time in hours;
  - progress payments schedule; and
  - time allowances for reviews and exhibitions.
- f) Confirmation of required professional indemnity and public liability insurance cover.
- g) Details of the Consultants quality system.
- h) Details of recent and relevant work performed by the Consultant.
- i) Any pecuniary or possible conflict of interest associated with the Commission

### **13.0 ACCEPTANCE**

Written acceptance and agreement from the Consultant that the work will be undertaken in accordance with the Brief is required before the Commission can begin.

### **14.0 SELECTION CRITERIA**

**14.1** Proposals shall be assessed by a sub-committee of the Macleay Coast & Estuary Management Committee. The sub-committee is likely to be comprised of representatives from Council, and the Boyters Lane Working Group.

**14.2** Proposals will be assessed on an objective basis in general accord with the following selection guidelines. Factors to be considered in the assessment process will be:

- a) methodology;
- b) demonstrated level of understanding of what is required to produce a quality outcome;
- c) the quality of the Consultant's team in terms of demonstrated experience in the field. Of particular importance is the presence of sufficient depth of experience to cover the broad range of skills needed to address the issues and formulate objectives and strategies;
- d) community consultation proposal and skills;
- e) overall fee;
- f) project timetable; and
- g) understanding of the Estuary Management Process.

## **15.0 TERMS OF ENGAGEMENT**

### **15.1 General Conditions of Engagement**

The tasks as identified in the brief are based on Council's assessment of the study. The consultant may suggest any amendments required to achieve the study objectives during the course of the study.

Any proposed departure from the agreed study tasks must first be ratified by Council before proceeding.

The conditions under which the consultant will be engaged shall be generally in accordance with the Association of Consulting Engineers Australia Guide to Consulting Engineering Services and this Brief.

### **15.2 Termination**

The consultant's commission to carry out the study may be subject to termination due to non-performance or inability to meet set deadlines. The consultants will be informed by letter of such termination. This letter will be final and not subject to further correspondence.

### **15.3 Confidentiality**

Investigations and reports will remain confidential unless, or until, released by the Council.

### **15.4 Sub-Consultants**

The primary consultant may engage a sub-consultant for a specified part of the study subject to the written approval of Council. The primary consultant is responsible for the sub-consultant's work and compliance with the terms of the study. The sub-consultant has no claim on Council for fees or expenses.

### **15.5 Insurance**

#### **15.5.1 Professional Indemnity**

The consultant shall maintain a current Professional Indemnity policy of insurance at a sum not less than \$300,000 or not less than that sum specially nominated in the Letter of Engagement. The consultant shall maintain a policy of insurance for an amount that is sufficient to indemnify the consultant after completion of the commission.

#### **15.5.2 On Site Public Liability**

The consultant is responsible for taking out at least \$5 million public liability insurance giving cover to himself/herself, his/her employees and any agent engaged by consultant for the duration of the work.

The consultant should also be aware of the obligations and liabilities under the "Occupational Health and Safety Act, 1983" and National Code of Practice pertaining to the Act.

#### **15.5.3 Employees or Agents**

Before commencing work under the commission, the consultant shall ensure that a suitable insurance policy is taken out giving cover to the consultant, the consultants employees and agents against any liability, loss, damage, costs and expenses arising at common law or under any statute as a result of personal injury to or death of any person employed by the consultant or the consultants agents in or about the work.

#### **15.5.4 Inspection of Insurance Policies and Receipts for Premiums**

The consultant shall make available for inspection the policies of insurances effected, for the purpose of complying with this section and the receipt for payment for the current premiums or other such evidence of insurance as may be requested by Council.

### **15.6 Copyright**

Results of the study and any conceptual and/or design models developed in the course of the study are the ownership of Council. All data files are to be provided to Council on completion of the study.

### **15.7 Conflict of Interest**

The consultant shall inform Council immediately of any matter connected with this study which could give rise to an actual or potential conflict of interest. This information will be treated as confidential.

### **15.8 Certification**

All final documents prepared by the Consultant must be signed by the Project Director nominated in the consulting proposal to certify that they have been prepared by competent professional staff, checked for accuracy and comply with relevant regulations and the requirements of the brief.

### **15.9 Corrections**

Any error, ambiguity or deficiency, which becomes apparent during the course of the study, shall be referred to the consultant for correction or clarification. The consultant shall not be entitled to an additional fee where the correction or clarification arises from a fault of the consultant.

### **15.10 Acceptance of Commission**

Written confirmation of acceptance of the commission for the study, in accordance with the conditions of engagement, is required before work commences.

### **15.11 Payment and Costs**

Monthly progress payments will be made after project progress reports. Progress payments are not acknowledgment of the satisfactory performance of work and Council reserves the right to recover any overpayment.

Council will retain 10% of project costs on completion of the draft documentation. All monies will be paid on acceptance of the final documentation.

#### **Clause SC2 - Goods and Services Tax**

"Goods and Sales Tax (GST)" means any tax on goods and/or services, including any value added tax, broad based consumption tax introduced in Australia.

"GST Law" includes an Act, order or regulation which imposes or otherwise deals with the administration or imposition of a GST in Australia.

Notwithstanding any other provision of this Agreement:

- (a) If a GST applies to any supply made by any party or in conjunction with this Agreement, the consideration provided or to be provided for that supply will be increased by an amount equal to the GST liability properly incurred by the party making the supply.
- (b) If the imposition of a GST or any subsequent change in the GST law is accompanied by or undertaken in connection with the abolition of a reduction in any existing taxes, duties or statutory charges (in this clause "taxes"), the consideration payable by the recipient of the supply made under this Agreement will be reduced directly or indirectly as a consequence of the abolition of or reduction in taxes.

Each party warrants that at the time any supply is made under this agreement on which GST is imposed, that party is registered under the GST law. If the other party requests written evidence of registration, the party claiming to be registered will promptly produce evidence satisfactory to the party seeking such evidence.

Any invoice rendered by a party to this agreement which seek to recover an amount of GST payable by that party must conform to the requirements for a tax invoice (as that term as defined in the GST law). If requested to do so by the recipient of the supply, the supplier must provide a tax invoice within 14 days.

Council shall not be obliged to make any payment unless it is satisfied that the work satisfies the requirement of the brief.

The consultant shall be responsible for all his/her own costs for travel, accommodation and other expenses.

## **17.0 RESPONSIBILITY OF CONSULTANT**

**17.1** The responsibility for the preparation of the entrance management strategy and the supervision of sub consultants and their integrity, effectiveness and suitability for the purpose rests with the consultant. Council is relying upon the consultants knowledge, skill and judgement to produce a finished product which is fit for its intended purpose.

**17.2** The consultant shall accept full responsibility for all work undertaken as a requirement of this brief.

**17.3** The consultant is responsible for ensuring that adequate data and information to meet the requirements of this brief have been supplied are obtained from the appropriate sources.

**17.4** Draft documents submitted for review by Council shall be signed by the consultants principal nominated in the proposal to certify that the documents represent adequate professional presentation for the particular of the work. All final documents prepared by the consultant must be signed by the consultants principal nominated in the proposal to certify that the documents have been prepared by competent professional staff and have been checked for accuracy, compliance with relevant regulations, the requirements of the brief and fully co-ordinated with all related documents.

**17.5** Any errors, ambiguities or deficiency, which becomes apparent during the commission, shall be referred to the consultant for correction or clarification in suitable form. The consultant shall not be entitled to an additional fee where the correction or clarification arises from the fault of the consultant.

**17.6** The consultant should ensure that the documents produced under the commission comply with relevant Acts, Codes, Ordinances and Regulations. The consultant

shall immediately advise Council and obtain direction if the work requirements conflict with any such statutory requirement.

- 17.7** The consultant is to advise Council of any conflict of interest that may arise in the undertaking of this study from other work undertaken by the consultant in the study area.

## **18.0 FEES**

- 18.1** The fees to be paid for the work described in the Brief shall be a lump sum nominated by the consultant in the proposal for the work. The lump sum is to include all fees for sub-consultants. The fees for sub-consultants shall be stated separately.

- 18.2** The lump sum fee may only be exceeded if work additional to the extent of this Brief is requested by Council.

- 18.3** Items not specifically mentioned in the Brief but which are necessary for the satisfactory completion and performance of the work shall be executed by the consultant without adjustment to the nominated fees.

- 18.4** No payment for additional work will be made in excess of the nominated fee unless the additional work is first authorised in writing by Council. The fees shall be deemed to include all works and costs necessary to carry out the work set out in the brief.

- 18.5** The lump sum fee submitted by the consultant shall be a true reflection of the cost of professional services to be provided. The lowest fees submitted will not necessarily be accepted by Council.

## **19.0 BUDGET**

A fee proposal is to be submitted on lump sum basis with the exception of hourly rates for additional work or meetings requested by Kempsey Council.

**A budget in the vicinity of \$25000.00 has been set for works as outlined.**

Should the consultant consider the budget inadequate for the scope of the work required, an alternate fee proposal can be submitted.

**SCHEDULE 1 LUMP SUM FEE SCHEDULE**

**BOYTERS LANE WETLAND & PLAYING FEILDS  
MANAGEMENT PLAN**

<u>Item</u>	<u>Amount</u>
<b><u>Estuary Management Plan</u></b>	
1 Identify and assess estuary values, significance, key features and uses in accordance with the Brief.	\$
2 Conduct on-site workshops.	\$
3 Prepare draft Estuary Management Plan for the whole of the Estuary in accordance with the Brief.	\$
4 Give presentation on estuary plan to Council & Working Group.	\$
5 Undertake public exhibition of the draft Plan and assist in the review of the final draft.	\$
6 Finalise the Estuary Management Plan and print Reports (10 copies).	
7 Cost per additional copy if required	
<b>Other</b>	
1 Disbursements (all Stages).	\$.....
2 Additional data requirements – (detail if required).	\$.....
3 Work in the brief not covered by the above items.	\$.....
<b>TOTAL</b>	\$.....
<b>Additional Meetings</b>	
Attend any additional meetings as directed (per meeting).	\$.....

