SCOPE OF SERVICES – UNEXPLODED ORDNANCE REMEDIATION

1. **Background**
   1. Military activities with Explosive Ordnance (**EO**), such as training, testing and logistic disposal, have the potential to create Unexploded Ordnance (**UXO**) and associated material, including Chemical Warfare Materiel (**CWM**) and Explosive Ordnance Materiel (**EOM**). Large areas of the Defence estate, in both the land and marine environments, have been and continue to be used for these purposes. Historically, many areas that are no longer under Defence control have also been used for these purposes. As such many areas, both on and off the Defence estate are contaminated with UXO and associated material.
   2. For the purposes of this Scope of Services the term **Unexploded Ordnance** (**UXO**) will, unless otherwise specified, be taken to include:
      1. Unexploded Ordnance (**UXO**);
      2. Chemical Warfare Materiel (**CWM**);
      3. Explosive Ordnance Materiel (**EOM**); and
      4. Abandoned Explosive Ordnance (**AXO**) / Discarded Military Materiel (**DMM**).
2. **Commonwealth Objectives** 
   1. Defence implements the Commonwealth policy on the *Management of Land In Australia Affected by Unexploded Ordnance (2018)*. Whilst Defence maintains the necessary operational technical capability to deal appropriately with UXO, the Defence resource is a finite specialist resource. Therefore, it is essential that Defence has access to appropriate additional UXO specialists.
   2. The objective of the Services is to support the implementation of the Commonwealth policy in accordance with the relevant Statutory Requirements and policy framework. The Services include the:
      1. Provision of strategic UXO advice.
      2. Undertaking UXO research and the development of UXO risk management strategies.
      3. Design, planning and management of UXO related projects.
      4. Design, development and conduct of UXO assessment and remediation tasks.
   3. The specific scope of Services for an Engagement will depend on the circumstances that arise at that point in time.
3. **Skills and Qualifications**
   1. The Commonwealth requires suitably skilled persons to be offered by the Consultant, matched to the specific needs of the Services. The Consultant must have and maintain for the term of the Engagement an in-depth understanding of all relevant Statutory Requirements and policy frameworks for the Services, including any relevant applicable Australian and international standards.
4. **Services**
   1. The Consultant must provide the following specific Services in accordance with the timeframes outlined by the Commonwealth's Representative:
      1. undertake UXO hazard remediation operations in order to ensure areas affected by UXO / EOM are suitable for planned future usage. Record and report the outcomes of the activity;
      2. undertake civil works to remediate locations of burial/disposal of Explosive Ordnance and related material. Record and report the outcomes of the activity. Reinstate remediated sites, including:
         1. refilling excavations with stockpiled clean material or validated imported backfill;
         2. topsoiling; and
         3. revegetation;
      3. process EOM to ensure it is free from energetic material and suitably demilitarised in a manner that will allow it to be safely disposed of into the applicable waste stream. Record and report the outcomes of the activity; and
      4. plan, conduct and manage the appropriate disposal of UXO when authorised to do so by Defence. Record and report the outcomes of the activity.
   2. The Consultant must identify risks arising from or associated with the delivery of the Services and eliminate those risks so far as is reasonably practicable and if elimination is not possible, minimise those risks so far as is reasonably practicable.
5. **Technical Requirements**
   1. Under each Engagement a senior member of the Consultant's operational personnel is required to maintain current Membership of the Institute of Explosive Engineers (**MIExpE**).
6. **Meetings**
   1. The Consultant will be required to attend and participate in meetings as specified for a particular Engagement including project team meetings and meetings with stakeholders.
   2. The Consultant may be required to travel to Defence sites or other locations as part of delivering the Services.
7. **Deliverables**
   1. As specified for a particular Engagement including reports, presentations, papers, reviews and advices.
8. **Interpretation**
   1. Unless the context otherwise requires, capitalised terms in the Scope of Services or Brief will have the meaning given to them by the Defence Infrastructure Panel - Environment, Heritage and Estate Engineering 2020-2027 Terms of Engagement, Panel Conditions, Official Order, or the meaning given to them by the Commonwealth as published on the Panel website (<https://www.defence.gov.au/business-industry/procurement/panel-arrangements/dip-ehee>), from time to time.