

Summary File ONLY

**PLEASE BE AWARE THAT
THIS PDF FILE
CANNOT BE PRINTED**

**IT IS BROWSABLE ON-SCREEN ONLY AND IS PROVIDED
FOR YOUR INFORMATION TO DECIDE WHETHER TO
BECOME A PROSPECTIVE TENDERER ONLY**

Note: This file may contain a brief scope statement, or an extract from the RFT documents, or a full exhibited copy – depending on the specific circumstances.

To participate in this tender process you **MUST** first download or order a full copy of the Request for Tender (RFT) documents, including the responsible components, and any addenda issued to date.

To do this return to the RFT web page on this web site and copy the RFT documents to your own computer or network – the blue “**DOWNLOAD A SOFT COPY**” link at the bottom provides access to the page from which you can do this.



SYDNEY OLYMPIC PARK AUTHORITY
Contract No: SOPA 158

Request for Tender [SOPA 158](#)

*Provision of Landscape (Garden) Maintenance –
Parklands – at Sydney Olympic Park*

Period: Date of Acceptance to 30 June 2010 with four x
one year optional extension periods

Tender Issue Date: [Thursday 23 April 2009](#)

Closing Date: [Tuesday 19 May 2009](#)

Closing Time: 2:00 p.m. Sydney Time

Non-Refundable Hard Copy Document Fee \$110.00 (includes GST): Note: There is no charge for downloading an electronic copy from <https://tenders.nsw.gov.au>

This publication is available on request via email in large print and/or on computer disk for people with a disability. To obtain copies of this publication in either of these formats, please contact the Contact Officer identified in this RFT.

Other formats, such as Braille and audio (cassette tape), will be considered on a case-by-case basis.



SYDNEY OLYMPIC PARK AUTHORITY

TENDER DOCUMENTS

FOR

**LANDSCAPE (GARDEN) MAINTENANCE
SYDNEY OLYMPIC PARK PARKLANDS**

Contract No: SOPA 158

APRIL 2009

1 TABLE OF CONTENTS

Volume 1 – THE TENDER

SECTION 0.1 TENDER CONDITIONS

SECTION 0.2 TENDER SCHEDULES

Volume 2 – THE CONTRACT

SECTION 1 AGREEMENT

SECTION 1.1 AGREEMENT CONDITIONS

SECTION 1.2 AGREEMENT SCHEDULES

SECTION 2 PRELIMINARIES

SECTION 2.1 SITE MANAGEMENT

SECTION 2.2 MANAGEMENT SCHEDULES

SECTION 3 SERVICES

SECTION 3.1 THE SERVICES

VOLUME 1

THE TENDER

Volume 1 – Section 0.1

TENDERING CONDITIONS

Contents

Clause	Page
1. GENERAL INFORMATION	7
2. PREPARATION OF TENDERS	7
3. SUBMISSION OF TENDERS	9
4. CONTRACT CONDITIONS	10
5. NSW GOVERNMENT POLICIES	10
6. PROCEDURES FOLLOWING CLOSING OF TENDERS	11

The Tendering Conditions will not form part of the Contract.

1. GENERAL INFORMATION

1.1 PREAMBLE AND CONTACT OFFICER

Sydney Olympic Park Authority (**the Authority**) seeks tenders from companies that have the capability to supply the services described in this document.

Tenderers must provide comprehensive details of their proposals so that the proposed services and methodology are clearly described. In particular note the requirements in Clause 2 PREPARATION OF TENDERS.

Refer requests for information or advice regarding the tender documents to:

John Saford – Manager, Site Presentation
Telephone: 9714 7435
Facsimile: 9714 7466

The tender is available from the NSW Department of Commerce website:

<https://tenders.nsw.gov.au>

The plans will be available for collection at the mandatory pre-tender meeting.

1.2 SCOPE OF THE WORK

1.2.1 Services

The services are for the provision of landscape (garden) maintenance services within the public domain.

1.2.2 Site

The Site for provision of the services is all precincts of the Parklands within Sydney Olympic Park.

1.3 SITE INSPECTION & PRE-TENDER MEETING

A site inspection and pre-tender meeting are proposed, scheduled for a time and place to be advised separately. The purpose of the site inspection and pre-tender meeting is to familiarise prospective Tenderers about the Site, the Authority and the Services.

The Tenderer must take into account all relevant site conditions that may affect the tendered prices.

The successful tenderer will not be entitled to extra payment for any necessary work not foreseen or overlooked through not having visited the Site.

1.4 FURTHER INFORMATION

The Tenderer may ask for clarification of anything in the tender documents in writing. Any instruction resulting from such request will be issued in writing to all Tenderers in the form of an Addendum that shall then become part of the tender documents. Similarly, should the Authority require documents to be amended an Addendum will be issued. Written Addenda issued by the Authority are the only recognised explanations of, or amendments to, the tender documents.

2. PREPARATION OF TENDERS

2.1 GENERAL

The Tenderer must submit a tender in full compliance with the tender documents as specified without any conditions or qualifications attached.

2.1.1 Non Price Criteria

In assessing the tenders, the Authority is committed to best value for Government and will take into account both price and non-price criteria, i.e. all non-price aspects of the Tenderer's offer and capability.

It is essential that the Tenderer fills in all the attached schedules and provides all other requested information. If such information is not provided, the Tenderer may be disadvantaged in the tender assessment process or have a non-conforming tender.

Alternative Tenders

The Authority will not consider alternative tenders.

2.1.2 Non-Conforming Tenders

Non-conforming Tenders may not be considered.

In order to be considered conforming, all the Tender Schedules must be completed, all the requested information provided, and the offer must not include qualifications.

2.2 TENDER FORM

The Tenderer must:

- Complete and sign the attached Tender Schedule 1 – Tender Form;
- Ensure that all addenda issued are listed on the Tender Form.

2.3 THE ADJUSTED TENDER PRICE

The Authority will compare the monetary offers of the tenderers using an "adjusted tender price" taking into account all the information provided by the Tenderer on prices and rates and ensuring that the compared figures relate to equivalent work by each tenderer.

The Tenderer must:

- Complete and sign Tender Schedule 2 – Schedule of Lump Sum Items – and ensure that the Total of Tender is equal to the lump sum as shown on the Tender Form;
- Complete and sign Tender Schedule 3 – Schedule of Rates;

The quantities noted in the Schedule of Lump Sum Items and Schedule of Rates are estimated quantities only for tender evaluation purposes and may be varied as described in the Contract Conditions.

The rates shall apply for all quantities to suit the requirements within the quantity ranges indicated in the Contract Conditions.

The rates and lump sums shall apply for at least the Period indicated in the Contract Conditions

The rates and lump sums shall allow for all services, including labour, equipment, and provisions, required under the Agreement. Tenderers may add other Items and rates for other work offered.

2.4 COMPANY STRUCTURE AND FINANCIAL CAPABILITY

The Authority contracts only with recognised and acceptable legal entities having appropriate financial assets. Tenders may not be considered from entities such as a sole trader, partnership or business name. If the Tenderer uses such an arrangement, the Tenderer must provide for consideration full details of the legal entity proposed and the means proposed to ensure the substance of the entity.

The Authority will not contract with trusts or firms trading under trust arrangements or with companies under any form of external administration.

The Tenderer may be required to provide evidence of the Tenderers legal entity either by giving a copy of an official document such as company registration and names of

office bearers issued by the Australian Securities Commission or a statement confirming the legal entity signed by a practicing Solicitor. If so requested, submit the information within three working days after receipt of such request.

The Authority may request an independent assessment of the Tenderer's financial status. The information may be used in future tender assessments.

The Tenderer must:

- a. Complete and sign Tender Schedule 4 – Schedule of Company and Financial Information; and
- b. Submit with the Schedule the following documents:
 - i. Audited Financial Statements for the year ended 30 June 2007, with comparative figures for the year ended 2006;
 - ii. Audited Financial Statements for the year ended 30 June 2006, with comparative figures for the year ended 2005;
 - iii. If the Company is not required to have its financial statements audited, attach Income Tax Returns for each corresponding year;
 - iv. Projected Revenue and Profit figures for the year ended 30 June 2008;
 - v. A letter from the Tenderer's banker including:
 - (i) Bank, branch, and account names;
 - (ii) Type and limit of bank overdraft facility;
 - (iii) Type and limit of bank guarantee facility;
 - (iv) Current bank overdraft balance;
 - (v) Number and amount of bank guarantees outstanding;
 - (vi) Details of other bank funding facilities available to the Tenderer, such as term loans, lines of credit, commercial bills and other debt instruments.

2.5 CAPACITY TO PERFORM THE SERVICES

The Authority must be satisfied that the Tenderer will have the necessary resources available to carry out this Contract.

The Tenderer must:

- a. Complete and sign Tender Schedule 5 – Schedule of Current Contracts.
- b. Complete and sign Tender Schedule 6 – Schedule of Human Resources.

2.6 EXPERIENCE IN WORK OF SIMILAR SIZE AND CONTENT, PREVIOUS PERFORMANCE AND REFERENCES

The Authority must be satisfied that the Tenderer has the necessary experience in work of a similar value and scope to carry out this Contract.

The Tenderer must:

- a. Complete and sign Tender Schedule 7 – Schedule of Completed Contracts and References.

2.7 UNDERSTANDING OF THE REQUIREMENTS, INCLUDING THE PROPOSED METHODOLOGY, AND PROGRAM

The Tenderer must:

- a. Complete and sign Tender Schedule 8 – Schedule of Proposed Methodology.

- b. Submit with the Schedule a comprehensive work program in the form of a GANTT chart, showing the following:
 - i. Indicative Site Establishment phase i.e. the time between Award of Contract and Contract Commencement;
 - ii. Sequence of work;
 - iii. Periods within which various stages or parts of the work are to be executed;
 - iv. Critical paths of activities related to the work.
 - v. Allowance for holidays and rostered days off;
 - vi. Restraints imposed by the contract documents;
 - vii. Significant milestones allowing for Separable Portions (where applicable);
 - viii. Activity inter-relationships, including those activities to be undertaken by subcontractors and suppliers, both on and off site;
 - ix. External dependencies including provision of access, document approvals and work by others.

2.8 PROPOSED PERSONNEL AND QUALIFICATIONS; MANAGEMENT STRUCTURE & SUBCONTRACTORS

The Tenderer must:

- a. Complete and sign Tender Schedule 9 – Schedule of Proposed Contractor's Personnel;
- b. Provide a CV for each person named in the Schedule;
- c. Complete and sign Tender Schedule 10 – Schedule of Proposed Subcontractors.
- d. Submit with the Schedule a hierarchical management network diagram for the Services showing:
 - i. Staffing level and numbers;
 - ii. Responsibilities of key staff;
 - iii. Position name and function;
 - iv. Interfaces with management and the Authority.

2.9 PROPOSED SUPPLIES AND EQUIPMENT

The Tenderer must:

- a. Complete and sign Tender Schedule 11 – Schedule of Plant and Equipment;
- b. Complete and sign Tender Schedule 12 – Schedule of Technical Data & Equipment, including full technical data descriptions of all the electronic communication and data transfer systems proposed for the provision of the Services; and
- c. Complete and sign Tender Schedule 13 – Schedule of Chemicals and Consumables including a description of all products that the Tenderer proposes to use on the Site, the Brand and the estimated quantity for one year.

2.10 EXISTING AND PROPOSED MANAGEMENT SYSTEMS INCLUDING ENVIRONMENTAL, OH&S, INDUSTRIAL RELATIONS AND QUALITY

Contractors must demonstrate their commitment to Best Practice standards, particularly in relation to protection and enhancement of the environment, Occupational Health Safety and Rehabilitation management, Industrial Relations and Quality. Organisations acceptable to the

Authority for registration or accreditation purposes include NSW or Commonwealth Government Departments and external certification agencies acceptable to those departments such as JAS/ANZ and the NSCA.

2.10.1 Environmental Management

The Authority must be satisfied that the Tenderer has the capacity to plan and manage environmental issues associated with the scope of works. Tenderers are required to provide information that demonstrates:

- a. Good environmental performance;
- b. An understanding of the environmental issues relevant to the scope of work and the procedures that will be used by the contractor to protect the environment and comply with relevant environmental legislation.

Tenderers are also encouraged to supply any information that demonstrates they can add value to the services they are providing by identifying opportunities to assist the Authority in meeting its environmental sustainability objectives as outlined in the Authority's Sustainability Strategy. A copy of the Sustainability Strategy is available from the Authority's web site:

www.sydneyolympicpark.com.au.

The Tenderer must:

- a. Complete and sign Tender Schedule 14 – Schedule of Environmental Management Capability;
- b. Submit with the Schedule the Tenderer's Environmental Policy Statement, evidence of registration or accreditation by an organisation acceptable to the Authority, a management manual and/or a typical environmental management plan, if available.

The successful tenderer will be required to submit a site-specific environmental management plan in accordance with the Authority's Guideline for the Preparation of Environmental Management Plan (See Schedule 2.2.2 of Maintenance Services Agreement Preliminaries).

2.7.1 OH&S Management

The Tenderer must comply with all statutory Occupational Health and Safety requirements.

The Tenderer must:

- a. Complete and sign Tender Schedule 15 – Schedule of Occupational Health & Safety Management;
- b. Submit with the Schedule evidence of the OH&S Management systems that the Tenderer has in place.

2.7.2 Industrial Relations System

The Authority must be satisfied that the Tenderer has the capacity to plan and manage industrial relations (IR) in accordance with the NSW Government *Industrial Relations Management Guidelines* and the requirements of the Contract. Refer to www.dpws.nsw.gov.au for a copy of the guidelines.

The Tenderer must:

- a. Complete and sign Tender Schedule 16 – Schedule of Industrial Relations Management;
- b. Submit with the Schedule:
 - i. the Tenderer's IR Policy Statement, Management Manual and/or a typical Project Specific Manual if available.

- ii. a typical Project Industrial Relations Plan similar to the one proposed for this Contract if available.
- iii. a statement on the Tenderer's letterhead, signed by an authorised person in a position to know the facts attesting the Tenderer's compliance, in the preceding twelve months, with all employment and legal obligations, including, but not limited to: payment of remuneration to employees; annual leave; Long Service Leave Payment Scheme registration; workers' compensation insurance, including self- insurance arrangements; superannuation fund membership and contributions; and over-award payments such as redundancy fund contributions or a statement.
- iv. A declaration from an independent industry or employer association or other specialist organisation that provides an auditing service to verify compliance with employment and legal obligations may be attached instead of the statement by the Tenderer.

List and explain any non-compliance with these obligations.

2.7.3 Quality Management

The Tenderer must:

- a. Complete and sign Tender Schedule 17 – Schedule of Quality Management;
- b. Provide copies of the Tenderer's Quality Policy Statement, Certificate of Registration and Capability Statement from a JAS-ANZ accredited certification organisation or registration status from a NSW Government organisation, Quality Manual and/or a typical Project Specific Plan if available.

3. SUBMISSION OF TENDERS

3.1 COMPLETION OF TENDER

The Tenderer must:

- (a) complete and submit the Tender Form (Schedule 1) and Tender Schedules 2 to 17;
- (b) supply all requested information; and
- (c) where applicable, refer to the Addenda and state that the tender allows for the instructions given in the Addenda.

Tender Schedules and requested information not submitted may be considered as nil returns and the tender may be assessed on that basis.

3.2 LODGEMENT OF TENDER

The Tender must be received by the Closing Date and Time and lodged in a sealed envelope in the Sydney Olympic Park Authority Tender Box located at:

Tender Box
Sydney Olympic Park Authority
7 Figtree Drive
Sydney Olympic Park NSW 2127

Before 2.00 p.m. on Tuesday 19 May 2009.

A Tender may be submitted by any of the following methods:

- (a) by delivery into the Tender Box:
 - (1) It must be marked:

Tender Box
Sydney Olympic Park Authority
7 Figtree Drive
Sydney Olympic Park NSW 2127

- (2) If delivery personnel require a signature as evidence of delivery the Tender must be delivered between 9:00 a.m. and 5:00 p.m., Mondays to Fridays (except public holidays).
- (b) by post, addressed to above address.
- (c) by electronic lodgement through the NSW Department of Commerce, eTendering website at <https://tenders.nsw.gov.au>

If a tenderer intends to submit electronically through the NSW Department of Commerce eTendering website, the following must be considered:

- (a) The NSW Department of Commerce eTendering website is at peak use on the morning when Tenders close.
- 1) Due to the limitations of these means of communication it may take longer to lodge a Tender near Closing Date and Closing Time than at other times.
 - 2) When lodging through the NSW Department of Commerce eTendering website, it is recommended that a Tender be lodged well in advance of the Closing Date and Closing Time.
 - 3) A tenderer must determine whether lodgement of a Tender by hand, post or through the NSW Department of Commerce eTendering website is appropriate.
- (b) The NSW Department of Commerce eTendering website may experience difficulties in accepting a large Tender. A tender lodged via the NSW Department of Commerce eTendering website should ideally be below 7 megabytes (MB) in total file size. Responses totalling more than 7MB may experience difficulties in lodgement. A tenderer is referred to the clause governing electronic Tenders to the NSW Department of Commerce eTendering website for instructions as to compressing electronically submitted Tenders.
- 1) In order to comply with the above paragraph, an electronic Tender may be supported by documents in hard copy or on CD-ROM.
 - 2) Supporting documents, to be submitted in hard copy or on CD-ROM, may be designated throughout the RFT. Supporting documents may include, but are not limited to, statutory declarations, certificates, and company brochures.
 - 3) If submitting an electronic tender with supporting documents:
- (a) The complete Tender, including the supporting documents, must be submitted by Closing Date and Closing Time, and
- (b) Supporting documents should be clearly designated as "Supporting Documents to RFT SOPA 158."

Each tender must be marked "**TENDER FOR CONTRACT SOPA 158 – LANDSCAPE (GARDEN) MAINTENANCE – PARKLANDS – SYDNEY OLYMPIC PARK**".

An original and three complete copies of the Tender must

be provided by each Tenderer if submitting hard copies. Two copies of the Tender must be bound. All pages of each copy must be numbered consecutively.

4. CONTRACT CONDITIONS

The successful Tenderer must comply with the attached Contract Conditions and complete the Services. In particular, the Tenderer should note the following contract issues.

4.1 INSURANCE

The Tenderer should note the arrangements in Clause CONTRACT CONDITIONS - INSURANCE for a policy of insurance of Contract Works, Third Party Liability and other insurance required to be taken out for the Contract.

4.2 CONFIDENTIALITY

The Contractor and all subcontractors/consultants providing the Services will be required to execute and submit to the Authority:

- (a) The "SOPA Contractor /Supplier /Consultant Confidentiality Undertaking"; and, where applicable

4.3 MANAGEMENT SYSTEMS

4.3.1 OH&S

The Contractor will be required to comply with the requirements specified in THE PRELIMINARIES – Clause 2 – OH&S AND SECURITY MANAGEMENT.

5. NSW GOVERNMENT POLICIES

5.1 CODES OF TENDERING AND COLLUSIVE PRACTICES

5.1.1 General

The Tenderer must comply with current NSW Government Code of Practice for Procurement and must not engage in any collusive practices with other tenderers. Lodgement of a tender will be evidence of the Tenderer's agreement to comply with the Code and to accept the collusive practice conditions below for the duration of any contract that may be awarded. If the Tenderer fails to comply with the Codes or practice conditions, the failure may be taken into account by the Authority when considering this tender by the Tenderer and may result in the tender being passed over.

For a copy of the Code, refer to http://www.treasury.nsw.gov.au/procurement/pdf/code_of_practice.pdf.

5.1.2 Collusive Practice Conditions

In consideration of being permitted to tender, the Tenderer promises as a fundamental condition that:

- (a) it has no knowledge of the tender price of any other Tenderer for the work under the Contract;
- (b) except as disclosed in the tender, it has not entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to a trade or industry association (above the published standard fee) or to or on behalf of any other Tenderer in relation to this tender or any contract to be entered into consequent thereon, nor paid or allowed any money on that account, nor will it pay or allow any money on that account;
- (c) it has not entered into any contract, arrangement or understanding to receive any money directly or indirectly from or on behalf of any other Tenderer

nor received any money or allowance from or on behalf of any other Tenderer in relation to this tender or any contract to be entered into consequent thereon, nor will it receive any money as aforesaid;

- (d) in the event of the Tenderer receiving any money or allowance from or on behalf of another Tenderer in relation to this tender, the Tenderer shall immediately give the Authority written notice of such an event and such money or the value of any allowance shall be held on trust for and become immediately payable to the Authority; and
- (e) in the event of the Tenderer paying or allowing to or on behalf of a trade or industry association or another Tenderer any money in breach of these conditions, the Tenderer shall immediately give the Authority written notice of such an event and the Authority shall be entitled to withhold from any payment due to the Tenderer on any account an equivalent sum as liquidated damages.

5.2 EXCHANGE OF INFORMATION BETWEEN GOVERNMENT AGENCIES

During the course of the Contract, the Contractor's performance will be monitored and assessed. Performance assessment reports, including substantiated reports of unsatisfactory performance, can be taken into account by NSW government departments and agencies and may result in future opportunities for NSW government work being restricted or lost.

By tendering for this Contract, the Tenderer authorises the Authority to make available on request to any NSW government department or agency information including, but not limited to, information provided by the Tenderer to the Authority and information relating to the Tenderer's performance or financial position. The Tenderer acknowledges that any information about the Tenderer, from any source, may be taken into account by the Authority and the recipients in considering whether to offer the Tenderer opportunities for NSW government work, including assessment of suitability for registration, pre-qualification, selective tender lists or the award of a contract.

The Authority regards the provision of information about the Tenderer to any other NSW government department or agency as privileged under Section 22 of the Defamation Act 1974 (NSW). The Authority and the State of NSW will reject claims in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the Tenderer arising out of the communication.

END OF SECTION "TENDERING CONDITIONS"

6. PROCEDURES FOLLOWING CLOSING OF TENDERS

6.1 INFORMAL TENDERS

A tender may be rejected which does not comply with any requirement of, or which contains provisions not required or allowed by, the tender documents.

6.2 EVALUATION OF TENDER

In evaluating tenders for the provision of the services, the Authority may take into consideration, but not be limited to the following:

- (a) Conformity of the tender with these Tender Conditions;
- (b) Lump sum prices and rates;
- (c) Company structure and financial capability;
- (d) Understanding of the requirements, including the proposed methodology and program;
- (e) Capacity to perform the work;
- (f) Experience in work of similar size and content;
- (g) Previous performance and references;
- (h) Proposed personnel, qualifications and references;
- (i) Proposed supplies and equipment;
- (j) Existing and proposed management systems including environmental, OH&S, industrial relations and quality;
- (k) Miscellaneous items;
- (l) All the information provided with the tender; and
- (m) Any other information considered relevant by the Authority.

If so required, the Tenderer must submit additional information, by the stipulated date and time, to allow further consideration of the tender before any tender is accepted. Failure to meet this requirement may result in the tender being rejected.

6.3 ACCEPTANCE OF TENDER

The Authority shall not be bound to accept any tender or the lowest priced tender.

A tender is not accepted until the Contract Agreement has been executed.

Volume 1 - Section 0.2

TENDER SCHEDULES

Contents

<u>SCHEDULE</u>	<u>PAGE</u>
SCHEDULE 1. TENDER FORM	2
SCHEDULE 2. SCHEDULE OF LUMP SUM ITEMS	3
SCHEDULE 3. SCHEDULE OF RATES FOR VARIATIONS	4
SCHEDULE 4. SCHEDULE OF COMPANY AND FINANCIAL INFORMATION	9
SCHEDULE 5. SCHEDULE OF CURRENT CONTRACTS	12
SCHEDULE 6. SCHEDULE OF HUMAN RESOURCES	13
SCHEDULE 7. SCHEDULE OF COMPLETED CONTRACTS AND REFERENCES	14
SCHEDULE 8. SCHEDULE OF PROPOSED METHODOLOGY	15
SCHEDULE 9. SCHEDULE OF PROPOSED CONTRACTOR'S PERSONNEL	17
SCHEDULE 10. SCHEDULE OF PROPOSED SUB-CONTRACTORS	18
SCHEDULE 11. SCHEDULE OF PLANT AND EQUIPMENT	19
SCHEDULE 12. SCHEDULE OF TECHNICAL DATA & EQUIPMENT	20
SCHEDULE 13. SCHEDULE OF PROPOSED CHEMICALS AND CONSUMABLES	21
SCHEDULE 14. SCHEDULE OF ENVIRONMENTAL MANAGEMENT	22
SCHEDULE 15. SCHEDULE OF OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT	24
SCHEDULE 16. SCHEDULE OF INDUSTRIAL RELATIONS MANAGEMENT	25
SCHEDULE 17. SCHEDULE OF QUALITY MANAGEMENT	27

SCHEDULE 1. TENDER FORM

(Refer to Tendering Conditions Clause 2.2)

Location of
Tender Closing Office: Sydney Olympic Park Authority
7 Figtree Drive
SYDNEY OLYMPIC PARK NSW 2127

Name of Tenderer
(*in block letters*):
A.C.N. (*if applicable*):
Address:
.....

Telephone Number:

Facsimile Number:

Mobile Number:

e-mail Address:

hereby tender(s) to perform the work for
Contract No. SOPA 158
Landscape (Garden) Maintenance Services – Parklands
in accordance with the following documents:

TENDER DOCUMENT VOL. 2 SECTION 1 AGREEMENT CONDITIONS

TENDER DOCUMENT VOL. 2 SECTION 2 THE PREMINARIES

TENDER DOCUMENT VOL. 2 SECTION 3 THE SERVICES

LIST ADDENDA NUMBERS (IF ANY)

and Addenda Numbers:

(And) At the lump sums and rates in the attached Schedule Lump Sum Items, Schedule of Rates and Schedule of Provisional Sums.

Date:

Signed for the
Tenderer by:

(Authorised Officer)

In the Office
Bearer capacity of:

Name (*in block letters*):

SCHEDULE 2. SCHEDULE OF LUMP SUM ITEMS

(Submit with Tender Form)

(Refer to Tendering Conditions Clause 2.3).

Insert the full annual amount allowed for the complete service required for each of the following items including labour materials and equipment. Prices must exclude GST.

Insert the labour-hours component allowed for each item.

This Schedule forms part of the Contract and indicates the price for the Services other than the Rates indicated in the "Schedule of Rates" and the annual labour resources, including sub-contracted work, allocated for each key activity. All prices tendered shall include for the provision of any overhead and profit required by the tenderer but no GST.

Item No.	Description	Allocated Resources (Hours per annum)	Total Amount (Excluding GST)
1.	Contract Administration:		
1.1	Annual cost for all lump sum work and obligations under the Contract not included elsewhere in this Schedule.		\$
2.	Break-up of Lump Sum tendered: (Annual cost and labour allocation to carry out maintenance in each precinct)		
2.1	Wilson Park		\$
2.2	Blaxland Riverside Park		\$
2.3	Newington Armory		\$
2.4	Woo-la-ra		\$
2.5	Parklands Junction		\$
2.6	Narawang Wetlands		\$
2.7	Haslams' Creek Flats		\$
2.8	Haslam's Reach		\$
2.9	Archery Centre		\$
2.10	Wentworth Common		\$
2.11	Kronos Hill		\$
2.12	Brickpit		\$
2.12	Badu Mangroves		\$
2.14	Bicentennial Park		\$
	TOTAL OF TENDER: (must equal amount on Tender Form)		\$

Tenderer's Signature: Date:.....

SCHEDULE 3. SCHEDULE OF RATES FOR VARIATIONS

(Submit with Tender Form)

Complete the Schedule by inserting the tendered rates (excluding GST) under RATE. The rates tendered shall form part of the Contract. The rates shall be used to value variations and corrective maintenance work.

Where provision is made for payment of work done for Items within nominated quantity "ranges" on the Schedule, payment for such items of work will be made at the rate applicable for the actual quantity of work within each range of quantities nominated.

Where there is no quantity range on the Schedule, the rates shall apply for any quantity.

Item No.	Description	Unit	Rate (\$) (Excluding GST)
Plant and Equipment			
1	Skid steer loader with 4 in 1 bucket with operator	Per hour	\$.....
2	Skid steer loader with backhoe bucket with operator	Per hour	\$.....
3	Float cost for skid steer with operator	Per delivery	\$.....
4	Backhoe including operator	Per hour	\$.....
5	Float cost for backhoe with operator	Per delivery	\$.....
6	Water cart 1,000-5,000 litres	Per hour	\$.....
7	Water cart 5,000-10,000 litres	Per hour	\$.....
Turf			
8	Supply and lay CT2 couch	Per m ²	\$.....
9	Supply and lay 'Legend' couch	Per m ²	\$.....
10	Supply and lay Kikuyu	Per m ²	\$.....
11	Supply and lay Buffalo	Per m ²	\$.....
12	Supply and lay Soft Buffalo	Per m ²	\$.....

Tenderer's Signature:.....

Date:.....

SCHEDULE OF RATES FOR VARIATIONS – (CONTINUED)

(Submit with Tender Form)

Complete the Schedule by inserting the tendered rates (excluding GST) under RATE. The rates tendered shall form part of the Contract. The rates shall be used to value variations and corrective maintenance work.

Where provision is made for payment of work done for Items within nominated quantity “ranges” on the Schedule, payment for such items of work will be made at the rate applicable for the actual quantity of work within each range of quantities nominated.

Where there is no quantity range on the Schedule, the rates shall apply for any quantity.

Item No.	Description	Unit	Rate (\$) (Excluding GST)
Garden and Tree Maintenance			
13	Brush cutting native grasses	Per 100m ²	\$.....
14	Spread and level woodchip/leaf mulch to 75mm depth (not including mulch supply)	Per 100m ²	\$.....
15	Spread and level decorative gravels	Per m ³	\$.....
16	Spread, level, consolidate and compact crushed decomposed granite	Per m ³	\$.....
17	Maintain Native Grasses to NG1 Presentation Standard	Per 1000m ²	\$.....
18	Maintain Native Grasses to NG2 Presentation Standard	Per 1000m ²	\$.....
19	Maintain Gardens to G1 Presentation Standard	Per 1000m ²	\$.....
20	Maintain Gardens to G2 Presentation Standard	Per 1000m ²	\$.....
21	Maintain Gardens to G3 Presentation Standard	Per 1000m ²	\$.....
22	Maintain Trees to T1 Presentation Standard	Per 100 trees	\$.....
23	Maintain Trees to T2 Presentation Standard	Per 100 trees	\$.....
24	Maintain Trees to T3 Presentation Standard	Per 100 trees	\$.....
25	Maintain Trees to T4 Presentation Standard	Per 100 trees	\$.....

Tenderer's Signature:.....

Date:.....

SCHEDULE OF RATES FOR VARIATIONS – (CONTINUED)

(Submit with Tender Form)

Complete the Schedule by inserting the tendered rates (excluding GST) under RATE. The rates tendered shall form part of the Contract. The rates shall be used to value variations and corrective maintenance work.

Where provision is made for payment of work done for Items within nominated quantity “ranges” on the Schedule, payment for such items of work will be made at the rate applicable for the actual quantity of work within each range of quantities nominated.

Where there is no quantity range on the Schedule, the rates shall apply for any quantity.

Item No.	Description	Unit	Rate (\$) (Excluding GST)
Planting – Supply and Install (non-cultivars only)			
26	Supply and install plant stock – 0 to 100 plant cells	Each	\$.....
27	Supply and install plant stock – 101 to 1,000 plant cells	Each	\$.....
28	Supply and install plant stock – tube-stock (50mm) – 0 to 100 plants	Each	\$.....
30	Supply and install plant stock – tube-stock (50mm) – 101 to 1,000 plants	Each	\$.....
31	Supply and install plant stock – Forestry tubes (75mm) – 0 to 100 plants	Each	\$.....
32	Supply and install plant stock – Forestry tubes (75mm) – 101 to 1,000 plants	Each	\$.....
33	Supply and install plant stock – 150mm – 0 to 100 plants	Each	\$.....
34	Supply and install plant stock – 150mm – 101 to 500 plants	Each	\$.....
35	Supply and install plant stock – 200mm – 0 to 100 plants	Each	\$.....
36	Supply and install plant stock – 200mm – 101 to 500 plants	Each	\$.....
37	Supply and install 25 litre plant stock	Each	\$.....
38	Supply and install 35 litre plant stock	Each	\$.....
39	Supply and install 75 litre plant stock	Each	\$.....
40	Supply and install 100 litre plant stock	Each	\$.....

Tenderer's Signature:.....

Date:.....

SCHEDULE OF RATES FOR VARIATIONS – (CONTINUED)

(Submit with Tender Form)

Complete the Schedule by inserting the tendered rates (excluding GST) under RATE. The rates tendered shall form part of the Contract. The rates shall be used to value variations and corrective maintenance work.

Where provision is made for payment of work done for Items within nominated quantity “ranges” on the Schedule, payment for such items of work will be made at the rate applicable for the actual quantity of work within each range of quantities nominated.

Where there is no quantity range on the Schedule, the rates shall apply for any quantity.

Item No.	Description	Unit	Rate (\$) (Excluding GST)
Planting – Installation Only			
41	Install only 25 litre plant stock	Each	\$.....
42	Install only 35 litre stock	Each	\$.....
43	Install only 75 litre stock	Each	\$.....
44	Install only 100 litre stock	Each	\$.....
45	Install only 200 litre stock	Each	\$.....
46	Supply and install tree protection bag with three bamboo stakes each	Per tree	\$.....
47	Supply and install 50 x 50 x 1800mm hardwood tree stakes (2 per tree) and ties	Per tree	\$.....
Chemical Application			
48	Supply and apply Round-up Bi-active ®	Per 1000m ²	\$.....
49	Supply and apply Fusilade ®	Per 1000m ²	\$.....
50	Boom spaying (excluding chemicals)	Per 1000m ²	\$.....

Tenderer's Signature:.....

Date:.....

SCHEDULE OF RATES FOR VARIATIONS – (CONTINUED)

(Submit with Tender Form)

Complete the Schedule by inserting the tendered rates (excluding GST) under RATE. The rates tendered shall form part of the Contract. The rates shall be used to value variations and corrective maintenance work.

Where provision is made for payment of work done for Items within nominated quantity “ranges” on the Schedule, payment for such items of work will be made at the rate applicable for the actual quantity of work within each range of quantities nominated.

Where there is no quantity range on the Schedule, the rates shall apply for any quantity.

Item No.	Description	Unit	Rate (\$) (Excluding GST)
Additional meetings and Call-out fees			
51	Attendance at site co-ordination meetings <u>additional</u> to the weekly meeting and <u>additional</u> to any site inspections.	Per Meeting	\$.....
52	Call-out fee for emergency work to commence <u>within one hour</u> of call out. This figure is in <u>addition</u> to the amount payable for doing the work	Lump sum per call-out	\$.....
53	Call-out fee for emergency work to commence <u>within two hours</u> of call out. This figure is in <u>addition</u> to the amount payable for doing the work.	Lump sum per call-out	\$.....
Labour Rates – Monday to Saturday			
54	Labourer / trades assistant	Per hour	\$.....
55	Trades Person	Per hour	\$.....
56	Team Leader	Per hour	\$.....
Labour Rates – Sundays and Public Holidays			
57	Labourer / trades assistant	Per hour	\$.....
58	Trades Person	Per hour	\$.....
59	Team Leader	Per hour	\$.....

Tenderer's Signature:.....

Date:.....

SCHEDULE 4. SCHEDULE OF COMPANY AND FINANCIAL INFORMATION

(Submit with Tender Form)

(Refer to Tendering Conditions Clause 2.4).

All the Information provided must be for the Entity proposed to contract with the Authority to perform the work.**CORPORATE DETAILS**

Company/Individuals Name:			
Legal entity of above for Operating (Tick as applicable):			
<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Partnership	<input type="checkbox"/> Private Company	
<input type="checkbox"/> Listed Company	<input type="checkbox"/> Holding Company	<input type="checkbox"/> Subsidiary Company	
<input type="checkbox"/> Other (Refer to Tendering Conditions Clause 2.4 "Company Structure and Financial Capability" for a description of Acceptable Legal Entities. Attach a description of your arrangement)			
Business Address:			
Postal Address:			
Telephone Number:		Facsimile:	
E-mail:			
Date Business Commenced Operation:			
Contacts for Further Information:			
Financial:		Technical:	
Phone:		Phone:	
Membership of Industry Associations:			
Australian Business Number:			
Total Number of Staff – Technical:		Support:	

MANAGEMENT PROFILE

List of Director/s, Partner/s, Manager/s and Secretary		
Name and current title	Associations & memberships	Experience & other directorships

Tenderer's Signature: Date:

SCHEDULE OF COMPANY AND FINANCIAL INFORMATION (CONTINUED)**CORPORATE PROFILE:**

List the activities of the Entity.	
Give a brief history of the Entity.	
State trading names	
Is the Entity involved in any trust relationships? If yes, give full details.	
List all associated entities including holding and subsidiary companies	
List all Branches, including addresses, telephone and facsimile numbers.	

Tenderer's Signature: Date:

SCHEDULE OF COMPANY AND FINANCIAL INFORMATION (CONTINUED)

List names and telephone numbers of 4 largest trade suppliers	1. Name: Contact: 'Phone:	2. Name: Contact: 'Phone:
	3. Name: Contact: 'Phone:	4. Name: Contact: 'Phone:

List names and telephone numbers of 4 largest sub-contractors	1. Name: Contact: 'Phone:	2. Name: Contact: 'Phone:
	3. Name: Contact: 'Phone:	4. Name: Contact: 'Phone:

Tenderer's Signature: Date:

SCHEDULE 5. SCHEDULE OF CURRENT CONTRACTS

(Submit with Tender Form)

(Refer to Tendering Conditions Clause 2.5).

List current contracts of value and scope similar to this Contract.

Note: The Authority may contact at least three referees establish that the Tenderer has, in the recent past, satisfactorily executed works and contracts of a similar value and scope to that included herein.

Name of Client	Services Provided	Client Contact Name	Telephone Number	Value of the Contract	Commencement Date, Term & Extensions
1.					
2.					
3.					
4.					

Tenderer's Signature: Date:

SCHEDULE 6. SCHEDULE OF HUMAN RESOURCES

(Submit with Tender Form)

(Refer to Tendering Conditions Clause 2.5 – Capacity to Perform the Services).

List below the number of staff and labour force employed during the past year.

Period: From / / to / /

Category	Employment Status	Number	Person-months
Senior Management	Permanent (Full Time)		
Supervisory	Permanent (Full Time)		
	Permanent (Full Time)		
Qualified Trades Staff	Permanent (Full Time)		
	Permanent (Full Time)		
	Casual		
Unskilled labour	Permanent (Full Time)		
	Permanent (Full Time)		
	Casual		

Note: Person-months is obtained by multiplying the number of staff by their respective length of service.
Only include staff once in the above schedule.

Tenderer's Signature: Date:

SCHEDULE 7. SCHEDULE OF COMPLETED CONTRACTS AND REFERENCES

(Submit with Tender Form)

(Refer to Tendering Conditions Clause 2.6 – Experience in Work of Similar Size and Content, Previous Performance and References).

List previous contracts with work of a similar size and nature and all contracts completed in the previous 3 years.

Note: The Authority may contact at least three referees to establish that the Tender has, in the recent past, satisfactorily executed works and contracts of a similar value and scope to that included herein.

Name of Client	Services Provided	Client Contact Name	Telephone Number	Value of the Contract	Commencement & Completion Dates of Contract
1.					
2.					
3.					
4.					

Tenderer's Signature: Date:

SCHEDULE 8. SCHEDULE OF PROPOSED METHODOLOGY

(Submit with Tender Form)

(Refer to Tendering Conditions Clause 2.7 – Understanding of the Requirements, including the Proposed Methodology and Program).

Submit below, or append hereto, a comprehensive proposed methodology for this contract. This should include details of project initiation and delivery, and proposed work methods for each major activity, and any other details that the Tenderer deems relevant to delivering the service/s.

Tenderer's Signature: Date:

SCHEDULE 9. SCHEDULE OF PROPOSED CONTRACTOR'S PERSONNEL

(Submit with Tender Form)

(Refer to Tendering Conditions Clause 2.8 – Proposed Personnel and Qualifications; Management Structure & Subcontractors).

Nominate below the names of the proposed personnel and list their qualifications, level of expertise and experience relevant to the work under the Contract.

Name	Position in Company	Qualifications & Experience (Include training in use of various equipment, licenses & certificates etc (Attach CV's)	Proposed role in contract
			Contractor's Representative
			Quality Manager
			Contract Manager

Tenderer's Signature: Date:

SCHEDULE 10. SCHEDULE OF PROPOSED SUB-CONTRACTORS

(Submit with Tender Form)

(Refer to Tendering Conditions Clause 2.8 – Proposed Personnel and Qualifications; Management Structure & Subcontractors).

Nominate below the Selected Subcontractor proposed for each Sub-contract Package.

Selected Subcontract Work	Subcontractor Proposed by Tenderer

Tenderer's Signature: Date:

SCHEDULE 11. SCHEDULE OF PLANT AND EQUIPMENT

(Submit with Tender Form)

(Refer to Tendering Conditions Clause 2.9 – Proposed Supplies & Equipment).

List all equipment proposed for use on the Site. Do not list hand tools.

[illegible]

Tenderer's Signature: Date:

SCHEDULE 12. SCHEDULE OF TECHNICAL DATA & EQUIPMENT

(Submit with Tender Form)

(Refer to Tendering Conditions Clause 2.9 – Proposed Supplies & Equipment).

List all technical equipment proposed for use on the Site.

List or append hereto, in addition to all other information required by this Schedule, such further details together with illustrations as are necessary to fully describe the offer. The data provided shall be deemed to be the guarantee of performance in terms of the Contract. (Refer to Clause 2.11 of the AGREEMENT CONDITIONS – Warranty.)

Note: Include information that is relevant to any materials or equipment that the Tenderer intends to use as a part of the provision of the Services or fulfillment of the Contract in general. For example, the Tenderer may intend to use a GIS System to help with reporting and progress reviews or Blackberry technology to enhance on-site communication between on-site personnel and the Principal's Representative. The Tenderer may also intend to use some new technology, products, equipment or materials to help provide The Services. Use this section to describe such, products, equipment, materials etc.

Item	Tenderer's Offer
------	------------------

Include full technical data descriptions of all the supplies and equipment proposed for the provision of the Services.

Tenderer's Signature: Date:

SCHEDULE 13. SCHEDULE OF PROPOSED CHEMICALS AND CONSUMABLES

(Submit with Tender Form)

(Refer to Tendering Conditions Clause 2.9 – Proposed Supplied & Equipment).

List all chemicals and consumables proposed for use on the Site.

[illegible]

Tenderer's Signature: Date:

SCHEDULE 14. SCHEDULE OF ENVIRONMENTAL MANAGEMENT

(Submit with Tender Form)

(Refer to Tendering Conditions Clause 2.10.1 – Environmental Management).

All information requested must be given and will be examined as part of the tender assessment process. Additional documentation must be attached as requested.

Does the Tenderer have a formal Environmental Policy? If yes, attach a copy if available.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the tenderer have an environmental management system in place that conforms to AS/NZS ISO 14001? If yes, attach a copy of the manual and a typical procedure.	<input type="checkbox"/> Fully developed and accredited by a third party. Name of organisation: <input type="checkbox"/> Fully developed but not accredited <input type="checkbox"/> Fully developed but does not conform to AS/NZS ISO 14001 <input type="checkbox"/> Under Development <input type="checkbox"/> Incorporated in Quality System <input type="checkbox"/> None.
Describe the Tenderer's experience in implementing Environmental Management Systems and Plans for similar projects and/or other relevant projects. A description of experience in managing projects where the Tenderer was responsible for ensuring that detrimental environmental impacts did not occur should be included. Attach a typical Project Specific Plan.	
List contracts entered into over the last three years that demonstrate good environmental performance.	Contract Name: Value: \$ Environmental Issues:
	Contact: 'Phone:
	Contract Name: Value: \$ Environmental Issues:
	Contact: 'Phone:
	Contract Name: Value: \$ Environmental Issues:
	Contact: 'Phone:
List any judgements against the Tenderer or any of the Tenderer's subcontractors under any State or Federal environmental legislation and describe the issues involved. Describe any corrective action taken.	<input type="checkbox"/> None.

ENVIRONMENTAL MANAGEMENT (CONTINUED)

<p>List strategies in place within the Tenderer's own organisation to minimise the impact on the environment of matters not related to specific contracts or projects. For example, strategies to minimise and recycle waste in the Tenderer's office, prevent air and water pollution, save energy and water, or purchase environmentally friendlier materials/products and other measures.</p>	
<p>Describe how due diligence will be exercised (see the NSW Environmental Offences and Penalties Act, 1989, the Contaminated Land Management Act 1997, and the Protection of the Environment Operations Act 1997) in preventing pollution of the environment or the disposal of waste without lawful authority for this project.</p>	
<p>Describe the environmental awareness/ qualifications/training and experience possessed by the Tenderer's personnel, with particular emphasis on those personnel who will have responsibility for the environmental management of the work under the contract (including the "Environmental Representative" if designated). Describe how the Tenderer proposes to maintain and enhance environmental awareness of the Tenderer's personnel (including subcontractors) involved in the contract.</p>	
<p>Describe the work methods to be used to ensure ecologically sustainable development outcomes relevant to this project will be achieved.</p>	

Tenderer's Signature: Date:

SCHEDULE 15. SCHEDULE OF OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT

(Submit with Tender Form)

(Refer to Tendering Conditions Clause 2.10.2 – OH&S Management).

All information requested must be given and will be examined as part of the tender assessment process. Additional documentation must be attached as requested.

Submit evidence of having Occupational Health and Safety systems in place.

Tenderer's Signature: Date:

SCHEDULE 16. SCHEDULE OF INDUSTRIAL RELATIONS MANAGEMENT

(Submit with Tender Form)

(Refer to Tendering Conditions Clause 2.10.3 – Industrial Relations System).

All information requested must be given and will be examined as part of the tender assessment process. Additional documentation must be attached as requested.

Does the Tenderer have a formal Industrial Relations Policy? If yes, attach a copy.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Describe the Status of the Tenderer's Industrial Relations Management System. Attach a copy of the manual and a typical procedure if available.	<input type="checkbox"/> Fully developed and accredited by a third party. Name of accrediting organisation: <input type="checkbox"/> Fully developed but not accredited <input type="checkbox"/> Under Development <input type="checkbox"/> Incorporated in Quality System <input type="checkbox"/> None.
List the Federal and NSW awards to which the Tenderer would be bound for the work under the Contract:	
List the enterprise, workplace or other enforceable industrial relations agreements to which the Tenderer would be bound for the work under the Contract, and attach copies of those agreements to this Schedule:	
List any industrial action and resolution (excluding industry wide action) with lost time in excess of 5 days involving the Tenderer during the last 12 months:	<input type="checkbox"/> None.

Tenderer's Signature: Date:

INDUSTRIAL RELATIONS MANAGEMENT (CONTINUED)

List any industrial relations improvements implemented by the Tenderer leading to significant productivity gains:	
List any findings against the Tenderer in an industrial tribunal:	<input type="checkbox"/> None.
Explain the industrial relations approach proposed by the Tenderer to maximise productivity and benefits on this project:	
Detail the industrial relations qualifications, training and experience of the proposed management team:	

The Tenderer warrants that:

- (a) the information provided above is accurate at the time of tender;
- (b) the Tenderer has, and will, comply with all the IR requirements of the NSW Government and the *Implementation Guidelines for the Code of Practice & Code of Tendering*;
- (c) if awarded the Contract, it will provide, on request, appropriate information to verify compliance with the awards, enterprise and workplace agreements and all other legal obligations relating to employment; and
- (d) it has allowed in the Tender for all the costs and expenses involved with complying with all relevant awards, memoranda of understanding, enterprise and industrial agreements, and project specific agreements/awards.

Tenderer's Signature: Date:

SCHEDULE 17. SCHEDULE OF QUALITY MANAGEMENT

(Submit with Tender Form)

(Refer to Tendering Conditions Clause 2.10.4 – Quality Management).

All information requested must be given and will be examined as part of the tender assessment process. Additional documentation must be attached as requested.

Does the Tenderer have a formal Quality Policy? Attach a copy if available.	Yes <input type="checkbox"/> No <input type="checkbox"/>			
Describe the Status of the Tenderer's Quality Management System. If yes, attach a copy of the manual and a typical procedure.	<input type="checkbox"/> Fully developed and certified or accredited by a third party. Name of accrediting organisation: AS/NZS ISO Standard: <input type="checkbox"/> 9001 <input type="checkbox"/> 9002 <input type="checkbox"/> 9003 <input type="checkbox"/> Fully developed but not accredited <input type="checkbox"/> Under Development <input type="checkbox"/> None.			
List Elements Documented and Implemented.	Element	Documented	Implemented	N/A
	Management Responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Quality System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Contract Review	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Design Control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Document Control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Purchaser Supplied Product	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Product Identification & Traceability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Process Control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Inspection & Testing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Inspection & Test Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Inspection & Test Status	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Control of Non-conforming product	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Corrective Action	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Handling, Storage, Packaging, Delivery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Quality Records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Internal Audit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Training	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Servicing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Statistical Techniques	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Describe the Tenderer's experience in implementing Quality Systems and Inspection and Test Plans for similar projects and/or other relevant projects.				

Tenderer's Signature: Date:

QUALITY MANAGEMENT (CONTINUED)

List contracts undertaken over the last three years undertaken by the Tenderer that demonstrate the implementation of a quality management plan and/or Inspection and Test plans	Contract Name: Quality Issues:	Value: \$
	Client Contact:	'Phone:
	Contract Name: Quality Issues:	Value: \$
	Contract Name: Quality Issues:	Value: \$
	Client Contact:	'Phone:
	Contract Name: Quality Issues:	Value: \$
	Contract Name: Quality Issues:	Value: \$
	Client Contact:	'Phone:
	Contract Name: Quality Issues:	Value: \$
List quality audits (both internal and external) that have been carried out over the previous three years, and are expected to be carried out in the next 6 months		
List the quality management qualifications/training and experience possessed by the Tenderer's personnel, with particular emphasis on those personnel who will have responsibility for the quality management of the work under the contract (including the "Quality Representative" if designated)		

Tenderer's Signature: Date:

VOLUME 2

THE CONTRACT

VOLUME 2 – SECTION 1

LANDSCAPE (GARDEN) MAINTENANCE – PARKLANDS

Agreement Conditions

Contents

Clause	Page
PROFILE OF SYDNEY OLYMPIC PARK	4
FORMAL AGREEMENT	7
1. CONTRACTUAL MATTERS	8
1.1 Engagement of ContractoR	8
1.2 Authorised Representatives	8
1.3 The Contract	8
1.4 Assignment	8
1.5 Governing Law	8
1.6 Scope of Services	8
1.7 Separable Portions	8
1.8 Basis of Payment	8
1.9 As Required or Irregular Services	8
1.10 Goods & Services Tax	8
1.11 Novation of Contract	9
2. MANAGEMENT & PERFORMANCE	9
2.1 Prior Performance	9
2.2 Statutory Requirements	9
2.3 Licences and Approvals	9
2.4 Industrial Relations	9
2.5 Environmental, Safety and Quality Matters	10
2.6 Working Hours	10
2.7 Employees	10
2.8 Notices and Instructions in Writing	10
2.9 Subcontracting	10
2.10 Security	10
2.11 Warranty	11
2.12 Co-operation	11
2.13 Evaluation and Monitoring	11
2.14 Information	11
2.15 the Authority's Instructions	11
2.16 Changes to the Services	11
2.17 Changes in Statutory Requirements	11
2.18 Defective Services	11
3. TIME	11
3.1 Term of Contract	11
3.2 Program for Performance of Services	11
3.3 Commencement and Completion of Services	12
3.4 Time Management	12
3.5 the Authority's Suspension of the Services	12
4. SITE	12
4.1 Access	12
4.2 The Site	12
4.3 Liability for Site	12
4.4 Indemnity	12
4.4.1 The Authority's ability to enforce the indemnity	12
4.4.2 Limit to indemnity	12
4.4.3 Enforcement of indemnity	12
4.4.4 Indemnity to survive termination	13
4.4.5 Loss	13
4.5 Insurance	13
4.6 Site Management Provisions	14
5. PAYMENT & CLAIMS	14
5.1 Contract Price	14
5.2 Payment Procedures	15
5.3 Set-Off	15
5.4 Adjustment for Scope Changes	15
5.5 Changes to Schedule of Rates	16
5.6 Provisional Sums	16
5.7 Contractor's Claims	16
6. GENERAL MATTERS	16
6.1 Security of Payment	16
6.2 Exchange of Information Between Government Parties	17

6.3	Dispute Resolution	17
6.4	Termination	17
7.	Definitions	18
7.1	Interpretation	18
7.2	Definition of Terms	18
SCHEDULE 1.2.1	TERMS OF UNCONDITIONAL UNDERTAKING	21
SCHEDULE 1.2.2	EXPERT DETERMINATION AGREEMENT	22

PROFILE OF SYDNEY OLYMPIC PARK

BACKGROUND

Sydney Olympic Park was created to host the 2000 Olympic Games. Sydney is the first Olympic city to attempt the bold idea of creating a new urban centre in and around its Olympic venues – creating a unique, world-class model in urban development, while enhancing the legacy of the nation's Olympic investment.

Today the park stands on the threshold of an exciting new era, creating a place like no other – merging sport, business, art, tourism, education and residential development in a master plan, forming a vibrant new economic centre for a community that will total some 40,000 residents, students and workers by 2030.

The Master Plan 2030 is a blueprint for the future of Sydney Olympic Park that envisions the continued growth in usage of the park's world-class sporting facilities at all levels, from community and recreational use through to elite international competition.

In tandem with this sporting focus, Sydney Olympic Park will build on the current momentum in business activity with additional commercial development. The decision by the Commonwealth Bank to relocate some 4,000 workers from 2007 to purpose-built facilities within the park is the most visible of these developments, highlighting the benefits of the park's central geographic location and outstanding transport infrastructure.

Development of an educational precinct is underway, hosting a specialised educational campus with an emphasis on sports and the environment. It provides a tangible example of the park's continuing commitment to life-long education.

Sydney Olympic Park remains committed to environmental best practice; protecting and nurturing endangered species, managing sensitive ecosystems within its boundaries and leading the way in water management.

Art and cultural activity is an essential element of the park's character. A range of festivals and events covering all facets of art, dance, music and cultural expression are regular features of the park's calendar.

Sydney Olympic Park offers more than 425 hectares of parklands, 35 kilometres of cycling and 50 sports to watch and play, a sublime mix of healthy lifestyle, entertainment opportunities and cultural diversity for the people of New South Wales and the park's millions of Australian and international visitors.

Created to support a moment of glory, Sydney Olympic Park will continue into the future, a living legacy not just for Sydney, but for all of Australia.

SYDNEY OLYMPIC PARK AUTHORITY

Who we are

The Authority was established on 1 July 2001 as a statutory body of the NSW Government under the *Sydney Olympic Park Authority Act 2001* (NSW). Our charter is to manage and promote the 640-hectare site, including protection of the 425 hectares of parklands.

Our vision

Our vision is for Sydney Olympic Park to become an internationally admired example of sustainable urban renewal and development that successfully integrates world-class venue infrastructure and parklands with a new community of workers, residents, students and visitors. This would create an innovative example of place making: a township offering a healthy, creative and vibrant urban environment.

Our mission

Our mission is to:

- build the Park's position as Australia's premier major events precinct
- create an economically viable township that expresses high standards of design in the private and public domains
- create world-class parklands and encourage use thereof by the public
- apply a best-practice environmental management approach to all aspects of the Park's development.

Serving the public

In achieving its mission, the Authority seeks to support two key Government priorities:

To grow prosperity across NSW ... through increased business investment and acting as the major event precinct for NSW.

To enhance our environment for living ... by providing jobs closer to home and facilitating more people using parks, sporting and recreational facilities and participating in the arts and cultural activity.

What we do

The Authority is responsible for promoting, coordinating and managing the orderly use and economic development of Sydney Olympic Park, including the provision and management of \$1.5 billion of infrastructure.

This includes promoting, coordinating, organising, managing, undertaking, securing and conducting cultural, sporting, educational, commercial, tourist, recreational, entertainment and transport activities and facilities. The Authority is also charged with providing, operating and maintaining public transport facilities within the Park. The protection and enhancement of the natural and cultural heritage of the Park, particularly the Millennium Parklands, is another key responsibility of the Authority.

In addition, the Authority continues to liaise with and maintain arrangements with Olympic organisations such as the International Olympic Committee and the Australian Olympic Committee Incorporated.

Corporate Governance

The *Sydney Olympic Park Act 2001* (NSW), incorporating the *Sydney Olympic Park Amendment Regulation 2004* (NSW), requires the Authority to make all reasonable efforts to ensure that:

- Sydney Olympic Park becomes an active and vibrant Township within metropolitan Sydney
- Sydney Olympic Park becomes a premium destination for cultural, entertainment, recreation and sporting events
- any new development carried out in accordance with the Act complies with best-practice environmental and town planning standards
- the natural heritage of the parklands is protected and enhanced.

Under the Act, a governing Board of Authority (the Board) was created to provide direction and guidance to the Authority to ensure it meets its core functions. They are to:

- promote, coordinate and manage the orderly and economic development and use of Sydney Olympic Park, including the provision and management of infrastructure
- promote, coordinate, organise, manage, undertake, secure, provide and conduct cultural, sporting, educational, commercial, tourist, recreational, entertainment and transport activities and facilities
- protect and enhance the natural and cultural heritage of Sydney Olympic Park, including the parklands
- provide, operate and maintain public transport facilities within Sydney Olympic Park
- liaise with and maintain arrangements with Olympic organisations, such as the International Olympic Committee and the Australian Olympic Committee.

SITE DESCRIPTION

The graphical extent of Sydney Olympic Park is shown in The Services – Appendix 1 – Plans and Drawings – Plan 1.

The Township

The 'Township' refers to the urban parts of Sydney Olympic Park that extend for 191-hectares and include all of the major sporting and entertainment venues used for the Sydney 2000 Olympic Games, the various commercial premises and the railway station. The various venues occupy just over 100-hectares, while the balance is public places and spaces comprised of roads, plaza, gardens, water features, artworks, transport nodes, car parks and tree-scapes.

The Parklands

The Parklands, at 425 hectares, are one of the largest urban regional parks in Australia and comprise a diverse range of different places and spaces including saltwater and freshwater wetlands; salt-marsh; mangrove forests; sports fields; urban parks; the brick pit; the former Royal Australian Navy Armaments depot; naturalistic woodlands and grasslands; remnant Sydney Turpentine - Ironbark Forest; and tidal creeks. Within this array of different settings there are many visitor support facilities and services for education, sport, leisure and health and well-being pursuits including 35 km of pathways, playgrounds, a BMX track, a Mountain X track, picnic facilities, viewing areas and public amenities.

Place Management

Sydney Olympic Park Authority manages the public places and spaces at Sydney Olympic Park. The Authority is charged with the responsibility for day-to-day management of the public places. This involves the delivery of public tours, events, excursions and programs; the protection of ecosystems, heritage and environment; the conservation of energy, resources, species and habitat; the maintenance and replacement of buildings, facilities and landscape assets; the provision of a safe and secure public domain; organisation of traffic, transport and people movement; monitoring of visitation and enhancement of the visitor experience; and generally coordinating the use and operation of the site.

All of the venues at the Park, except for the Aquatic, Athletics and Archery Centres, are managed by private operators either in their own right or on behalf of the Authority. The Authority's operations and sustainability function does not generally undertake works or services or deliver programs or services within venues, however the strong physical connection between the venues and the public domain is reflected in the working relationships between venue management and activities and those of the Authority.

DESCRIPTION OF SERVICES

The services that are the subject of this contract are for the provision of landscape maintenance services to all landscape elements within the public domain areas of the Parklands, excluding turf areas (except for the turf within the Silent Hearts Garden in Bicentennial Park, which is included), but including the non-turf landscaping within the Archery Centre and Wilson Park.

Under this contract, the Contractor must undertake as a minimum, the work described in the contract document as a recognised expert in the field of landscape maintenance to achieve the outcomes described in The Services.

The Authority intends for the Contractor to establish and maintain a suitably qualified, trained and resourced landscape maintenance team to provide this service.

It is envisaged that the Contractor's organisational structure of the landscape maintenance team shall comprise:

- An off-site Client Relations Manager / Account Manager or similar;
- An on-site Contract Co-ordinator who will report to the Client Relations Manager and be the primary point of contact with the Principal's Representative to ensure a seamless integration of the landscape maintenance team with Sydney Olympic Park operations;
- A core team of qualified landscape maintenance staff who will conduct their duties in accordance with all applicable laws, regulations, management plans and all Contractual requirements;
- A support team of qualified landscape maintenance and/or construction staff who may be called upon to provide additional, non-maintenance services to the Authority from time-to-time without impacting on core landscape maintenance activities and programs.

Detailed information regarding the provision of the landscape maintenance services can be found in The Services – Clause 3 – Contract Workmanship.

Landscape (Garden) Maintenance – Parklands Formal Agreement

This Contract is made between:

"The Authority"

Sydney Olympic Park Authority

and

"The Contractor"

ABN:

Contract:

Landscape (Garden) Maintenance – Parklands

Contract Number:

SOPA 158

The parties agree:

1. The Contractor must:
 1. Provide the Services in accordance with the Agreement; and
 2. Perform and observe all its other obligations under the Agreement.
2. The Authority must
 1. Pay the Contractor the *Contract Price* for its performance, in accordance with and subject to the Agreement; and
 2. Perform and observe all its other obligations under the Agreement.
3. The Agreement is defined in the attached Maintenance Services Agreement Conditions.
4. The attached Contract Information, Schedules and The Services form part of the Agreement.
5. Words in this document have the meanings given in the Maintenance Services Agreement Conditions.

Signed for the Authority

Date

Place

Signature of witness

Name

Signed for the Contractor

Date

Place

Signature of witness

Name

Landscape (Garden) Maintenance – Parklands

Agreement Conditions

1. CONTRACTUAL MATTERS

1.1 ENGAGEMENT OF CONTRACTOR

The Authority hereby engages the Contractor to provide the Services for the Term, which the Contractor shall carry out and complete in accordance with all of the requirements of this Agreement. The Services are described in Section 3.

1.2 AUTHORISED REPRESENTATIVES

Each party must ensure that at all times it has appointed a representative to act with its full authority (except in the case of the Authority, to the extent specified by the Authority) in all matters relating to the Agreement and must keep the other party informed in writing of the name of that representative from time to time.

For each party, the authorised representative may appoint other persons to perform specific duties of the authorised representative. The names of those persons and the duties delegated to them must be promptly notified in writing to the other party.

1.3 THE CONTRACT

This Agreement is constituted solely by the Contract Documents that supersede all understandings, representations and communications between the parties related to the subject matter of the Agreement made before the date of this Agreement. The Contract Documents are:

- (a) These Landscape Maintenance – Gardens – Agreement Conditions;
- (b) Contract Information;
- (c) Section 2, The Preliminaries
- (d) Section 3, The Services;
- (e) Annexed Schedules;
- (f) The Formal Agreement or letter of award (as applicable); and
- (g) Any other documents listed in the Contract Information.

The Contract Documents must be read as a whole and anything in one such document must be read as included in all other such documents unless the context requires otherwise.

The terms of the Agreement cannot be amended or waived unless both parties agree in writing.

In the event of any ambiguity, the Authority shall direct the Contractor as to the interpretation that shall apply and there shall be no adjustment to the Contract Price.

1.4 ASSIGNMENT

The Contractor must not assign a right or benefit under the Agreement or effect any change of ownership or control of the Contractor without first obtaining the consent in writing of the Authority.

1.5 GOVERNING LAW

The laws of New South Wales govern this Agreement and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

1.6 SCOPE OF SERVICES

The Scope of the Services includes without limiting the generality thereof:

- (a) All work and services specifically referred in or contemplated by the Agreement;
- (b) All items not specifically referred to or described in the Agreement which nonetheless are required to carry out and perform the Services;
- (c) All items of work or services reasonably inferred from the Contract Documents as necessary to properly provide the Services; and
- (d) All changes or variations instructed by the Authority under the Agreement.

The Contractor acknowledges that it has made full allowance in the pricing for this Agreement for these matters.

1.7 SEPARABLE PORTIONS

The parties acknowledge that the Services may be divided into Separable Portions, as specified in the Contract Information. This Agreement shall apply to the Services as a whole and to each Separable Portion of the Services, except where the context requires otherwise.

1.8 BASIS OF PAYMENT

The Authority shall pay the Contractor the Contract Price for provision of the Services as follows:

- (a) For work or services for which the Authority has accepted a lump sum, the lump sum;
- (b) For work or services for which the Authority accepted rates, the sum of the product of the measured quantity of each item of work or services actually carried out under the Agreement by the rate accepted by the Authority for the section or item.
- (c) For work or services for which the Authority has accepted a lump sum and rates, the sum of (a) and (b) above,

Adjusted by any additions or deductions pursuant to the Agreement.

1.9 AS REQUIRED OR IRREGULAR SERVICES

The parties acknowledge that this Agreement will apply to maintenance services where the Agreement specifies that the Services be performed in accordance with the Agreement without the need for anything further.

However, where the Authority enters into this Agreement for the provision of Services on an as required or on an irregular basis, this Agreement shall be supplemented by the issuing by the Authority of:

- (a) A Purchase Order to the Contractor (in the case of services required periodically or from time to time); or
- (b) Orally and confirmed by email, facsimile or mail (in the case of irregular or emergency services).

The Contract Information indicates which of clauses (a) or (b) shall apply.

This Agreement prevails over any special conditions in any specific Purchase Order or oral order in the event of ambiguity or inconsistency.

1.10 GOODS & SERVICES TAX

The Contract Price does not include any amount for any goods and services tax; value added tax or any other like tax ("GST").

The Authority will pay to the Contractor any amount ("GST Amount"), which is payable by the Contractor on account of GST on any Services, or part of any Services, provided under this Agreement.

If, at or about the time of introduction of any GST, any other tax or charge is abolished, modified or affected in any other way such that the direct or indirect costs of the Contractor in providing the Services are reduced, the fees payable under this Agreement must be reduced by an amount equal to such reduction. The Contractor will give the Authority reasonable access to its records for the purposes of ascertaining the extent of any such reduction. The GST Amount must be calculated on the fees as reduced under this clause.

If at any time an adjustment is made as between the Contractor and the relevant taxing authority of an amount paid on account of GST on any supply made or deemed to be made to the Authority under this Agreement, a corresponding adjustment will be made as between the Authority and the Contractor and any payments required to give effect to the adjustment will be made. If the Contractor is entitled to an adjustment by way of refund, the Contractor must apply for the refund if requested to do so by the Authority.

At least 14 days before the date for payment of any GST Amount, the Contractor must provide to the Authority a tax invoice complying with any legislation under which GST is imposed. Compliance by the Contractor with this clause is a precondition for payment of any GST Amount. The Contractor must do all other things reasonably requested by the Authority to enable the Authority to obtain any input tax credit to which the Authority is entitled.

Nothing in this clause requires the Authority to pay any amount on account of a fine, penalty, interest or other amount for which the Contractor is liable as a consequence of a default of the Contractor.

1.11 NOVATION OF CONTRACT

The Contractor hereby consents to a novation of this Agreement from the Authority to such other entity that may in the future become responsible (in lieu of the Authority) for the Site. The Contractor must do all things and sign all documents necessary to give effect to such novation, promptly upon written request by the Authority to do so.

2. MANAGEMENT & PERFORMANCE

2.1 PRIOR PERFORMANCE

Where the performance of any part of the Services has been commenced prior to the date of this Agreement, the provisions of this Agreement shall apply retrospectively to the date of such commencement, for the benefit of the Authority.

2.2 STATUTORY REQUIREMENTS

The Contractor is responsible for compliance with all Statutory Requirements, except if (because of the nature of the requirement) only the Authority can comply.

Without limiting the generality of the above obligation, the Contractor must abide by all current Commonwealth and NSW pollution control, safety and environmental management related Acts and Regulations.

The Contractor shall surrender to the Authority any documents obtained and issued by or evidencing the approval of public, municipal or other authorities in connection with the Services, if so requested by the Authority.

2.3 LICENCES AND APPROVALS

The Contractor must obtain at its own cost all licences, approvals and consents necessary to carry out the Services in accordance with the Agreement and pay all fees and give all necessary notices arising out of Statutory Requirements, other than those arranged by the Authority.

2.4 INDUSTRIAL RELATIONS

(a) Memorandum of Understanding

The Contractor acknowledges that a memorandum of Understanding (**MoU**) between the Authority and Unions NSW recognises that sound employee and industrial relations practices by service providers to the Authority are key objectives in achieving value for money through the procurement of goods and services.

The shared objectives of the parties under the MoU are to:

- (i) achieve best value for money for the Authority;
- (ii) improve industry workplace practices which lead to cooperative employee and industrial relations practices, job security, access to training opportunities, enhanced aboriginal employment, equality of opportunity and affirmative action by service providers to the Authority;
- (iii) ensure high standard of OHS&R by service providers to the Authority;
- (iv) prohibit arrangements or practices designed to avoid obligations under relevant industrial awards, agreements or legislation;
- (v) commit to compliance with the *Code of Practice* and *Code for Tendering for NSW Government Procurement (Codes)*;
- (vi) implement sanctions for breaches of the Codes, as may be evidenced through non-compliance using the procedures outlined in the *Code of Practice* and supporting *Implementation Guidelines* to the Codes.
- (vii) recognise the role of trade unions as the representative organisation for employees.

(b) Compliance with Industrial Relations obligations

- (i) The Contractor must manage all aspects of industrial relations on the Site and keep the Authority informed of industrial relations issues which affect or are likely to affect the carrying out of the Services. The Contractor acknowledges that the Contract Price covers all costs of complying with Industrial Agreements (including changes to them).
- (ii) The contractor must maintain compliance with all applicable employee and industrial relations obligations and provide periodic evidence to verify compliance during the Term. In this regard, the Authority may consult with the relevant union, or if in doubt, the Labor Council.
- (iii) If there is an inconsistency between this Agreement and an industrial agreement of award, this Agreement will take precedence to the extent of the inconsistency.

(c) Applicable State award

The Contractor must ensure that Employees of the Sub-contractors performing Services under the Agreement are financially remunerated at a rate no less than that provided in the Landscape Gardeners (State) Award (**Award**), regardless of the particular industrial instrument under which the Employee or employee of the Sub-contractor is employed (**Remuneration**).

The Remuneration extends to all non-financial employment requirements associated with employment under the Award, including but not limited to occupational health and safety, workers compensation, leave entitlements and superannuation contribution requirements.

(d) Industrial relations dispute resolution

If an industrial relations dispute arises between:

- (i) The Contractor and any of their Employees,
- (ii) The Contractor and the Sub-contractor or
- (iii) The Sub-contractor and any of the Sub-contractor's employees,

then the Contractor must ensure that these parties participate in conciliation and arbitration proceedings before, and abide by any ruling of, the NSW Industrial Relations Commission.

2.5 ENVIRONMENTAL, SAFETY AND QUALITY MATTERS

The Contractor is responsible for and must comply with the requirements of the Agreement for:

- (a) Protection of the environment;
- (b) Occupational health, safety and rehabilitation management;
- (c) Site and quality management; and
- (d) Industrial relations management.

The Contractor must demonstrate to the Authority, whenever requested, that it has met its obligations under this clause. Details of the Contractor's obligations under this clause are set out in Section 2, The Preliminaries.

2.6 WORKING HOURS

The working hours during which the Contractor may carry out the Services are set out in the Contract Information. The Contractor cannot work outside these hours unless the Authority gives prior written approval.

2.7 EMPLOYEES

Prior to commencement of the Services, the Contractor must supply to the Authority a list of the full names, dates of birth and employment details of persons who will be employed by the Contractor in discharging its obligations under the Agreement.

In the case of further or additional persons whom the Contractor proposes to employ for the purposes of the Services, then not less than one week prior to each person commencing work, the Contractor must submit to the Authority the full names, dates of birth and employment details of such person.

Without being required to give any reason, the Authority may direct in writing that the Contractor shall not employ any person in relation to performance by the Contractor of the Services or otherwise in connection with the Agreement. The Contractor must comply forthwith with any such direction.

If any employee of the Contractor misconducts himself or herself in connection with this Agreement, the Authority may require the Contractor to remove such person from the Site. The Contractor shall be responsible for replacing with suitable persons the persons who have miscondacted themselves. All such actions are to be taken at the Contractor's cost.

2.8 NOTICES AND INSTRUCTIONS IN WRITING

Notices must be sent to the relevant persons at the relevant addresses or numbers specified in the Contract Information or as set out below:

- (a) Any notice required to be served under the Agreement on the Authority shall be served by delivering it, posting it by prepaid post or transmitting it by facsimile to the following addresses:
Sydney Olympic Park Authority
7 Figtree Drive
SYDNEY OLYMPIC PARK NSW 2127
or
Facsimile: (02) 9714 7466
- (b) Any notice required to be served on the Contractor under the Agreement may be served by posting by prepaid post to the Contractor's postal address last notified by the Contractor.
- (c) A notice shall be deemed to have been given when it is received by the organisation to which it is addressed or is delivered to the address of that organisation stated in the Agreement.
- (d) The Authority and the Contractor must notify each other of a change of address.

All notices must be in writing and all instructions by the Authority must be in writing or confirmed in writing as soon as practicable following an oral instruction.

2.9 SUBCONTRACTING

(a) Employees of Contractor and Sub-contractors

The Contractor must deliver the Services under the Agreement through its own direct employees (**Employees**).

If the Contractor, acting reasonably, determines that exceptional circumstances necessitate the use of a sub-contractor to undertake specialised and/or highly irregular work in completing part of the Services (**Sub-contractors**) then the Contractor must:

- (i) obtain the Authority's prior written consent before engaging a Sub-contractor, such approval not being unreasonably withheld; and
- (ii) provide the Authority with all relevant information concerning the proposed sub-contracting as the Authority may reasonably require to enable the Authority to provide the consent in subclause (i);
- (iii) ensure the Sub-contractor delivers the Services under the Agreement through its own direct employees and does not further sub-contract the Services.

(b) Contractor liability for Sub-contractors

The Contractor must ensure that:

- (i) the Sub-contractors comply in full with all industrial relations terms and conditions set out in this Agreement; and
- (ii) all sub-contracts for the Services are evidenced in writing and set out all the industrial relations terms and conditions applicable to both the Contractor and the Sub-contractor.

2.10 SECURITY

At the date of this Agreement the Contractor must give the Authority an unconditional undertaking equal to 5% of the annual Contract Price as security for the full and proper performance of the Services. The unconditional

undertaking must be in a form permitting payment on demand by the financial institution (approved by the Authority) providing the unconditional undertaking and otherwise in a form approved by the Authority. An undertaking in the form attached as Schedule 1.2.1 will be deemed as fulfilling the requirements of this clause.

The security shall be returned to the Contractor at the end of the Term (or any extended Term) subject to any amounts deducted by the Authority in accordance with its rights under this Agreement.

2.11 WARRANTY

The Contractor warrants that the Services shall be performed so that they are fit for their intended purposes.

2.12 CO-OPERATION

Each party must do all it can reasonably to cooperate in all matters relating to the Agreement without changing the rights and responsibilities of either party except where the parties reach agreement in writing to change any of their rights or responsibilities.

2.13 EVALUATION AND MONITORING

The parties must meet regularly to evaluate and monitor the Contractor's performance of the Services under the Agreement. The Contractor must complete any performance evaluation forms provided by the Authority to the Contractor. These forms may list topics for performance assessment and permit progress to be monitored as the Services are performed. They provide a structure for evaluation and discussion and focus on achievable improvements in communication and management in the performance of the Services.

2.14 INFORMATION

The Authority shall provide the Contractor with adequate information and documents defining the Authority's requirements for the Services including all relevant information concerning the Site and key dates for performance of the Services.

The Contractor must examine all information, documents and other particulars relating to the Services that are made available by the Authority to the Contractor and satisfy itself of the sufficiency of all such information documents and other particulars.

2.15 THE AUTHORITY'S INSTRUCTIONS

The Authority may give instructions to the Contractor in connection with the Services, in accordance with the Agreement. The Contractor must comply with the instructions given by the Authority.

2.16 CHANGES TO THE SERVICES

The Authority may increase the scope of work under this contract. The Authority may also decrease the scope of work under this contract by no more than 10 percent per contract year in response to significant changes in circumstances at Sydney Olympic Park including, but not limited to, changes in the level of Government funding, physical changes to the site or its facilities, variations to land ownership boundaries or changes to the status of the Authority or its interests.

The Authority may instruct the Contractor to change the Services or to carry out additional Services or omit any part of the Services. The Contractor must comply with all such instructions.

The Contractor shall not carry out any change or variation to the Services without the Authority's prior written

instructions. No change or variation to the Services shall vitiate this Agreement.

Before undertaking a change or variation to the Services, the Contractor must provide a written estimate of the time and cost effect of the proposed change or variation. The Contractor must provide the written estimate within a reasonable time of a request by the Authority.

After conferring with the Contractor with regard to the estimate provided by the Contractor, the Authority must make a reasonable adjustment to the lump sum or rate (as applicable) if any instruction under this clause increases or decreases the costs to the Contractor of providing the Services. Variations to the lump sum rate will be made in accordance with Clauses 5.5 and 5.6 of this Agreement.

Permanent changes to the Contract shall be recorded on the form shown at The Preliminaries – Schedule 2.2.7 – Permanent Variation Request.

2.17 CHANGES IN STATUTORY REQUIREMENTS

If Statutory Requirements change after the date of this Agreement, and a change to the Services may be required as a result, the Contractor must promptly notify the Authority and the Authority must instruct a variation if the Authority requires a change to the Services as a result.

2.18 DEFECTIVE SERVICES

If the Contractor fails to perform any part of the Services, or performs work or Services that are not in accordance with this Agreement, the Authority may instruct the Contractor to re-perform the work or Services in accordance with the Agreement within a specified time and the Contractor must promptly comply with the Authority's instructions, at its own cost.

If the Contractor fails to comply with the Authority's instructions, the Authority may engage others to perform the work or Services at the Contractor's cost.

The Contractor remains liable for and indemnifies the Authority against loss or damage caused to or suffered by the Authority as a result of the failure by the Contractor to perform the Services in accordance with this Agreement.

The Authority may deduct or withhold payment for defective work or Services or for non-performance of Services.

These provisions shall apply both before and after completion of the Services by the Contractor.

3. TIME

3.1 TERM OF CONTRACT

The Services shall be required from the Commencement Date until the date or for the period stated in the Contract Information.

The Authority may, by notice in writing to the Contractor, extend the Term of the Agreement for such time as may be specified by the Authority in a notice of extension.

The Contractor may decline the extension by notifying the Authority in writing within 7 days of receipt of the notice, or at least one month before the expiration of the term of the Agreement, whichever is the earliest.

3.2 PROGRAM FOR PERFORMANCE OF SERVICES

If at the date of this Agreement the Contractor has not provided or been provided with a program for the performance of the Services, then the Contractor must within 7 days of the date of this Agreement provide a program setting out the times at which the Services are to be carried out by the Contractor, based upon any key dates provided by the Authority to the Contractor.

The Contractor shall proceed regularly and diligently to carry out the Services and shall provide the Services in accordance with the program approved by the Authority (subject to any amendments to the program required or approved by the Authority), until completion of the Services, or expiry of the Term, as applicable.

Where the Contractor requires a decision, direction or instruction from the Authority, the Contractor shall give the Authority notice of the decision or direction required and provide the Authority with all information necessary to enable the Authority to give such decision, direction or instruction.

3.3 COMMENCEMENT AND COMPLETION OF SERVICES

The Contractor must commence the Services not later than the date set out in the Contract Information (Commencement Date) and must complete the Services on or before the date or within the period for completion of the Services specified in the Contract Information. This date may be adjusted by the Authority as a result of changes to the Services instructed by the Authority under this Agreement.

3.4 TIME MANAGEMENT

The Contractor must comply with all of the requirements of the Agreement in relation to time management. This includes compliance with the program approved by the Authority (subject to any amendments to the program required or approved by the Authority) and compliance with any instructions given by the Authority to the Contractor in connection with the time for performance of the Services.

Where the Contractor falls behind in the performance of the Services, it must take all reasonable steps to make up time in order to ensure compliance with the program, at the Contractor's cost.

3.5 THE AUTHORITY'S SUSPENSION OF THE SERVICES

The Authority may instruct the Contractor to suspend provision of the Services and the Contractor must comply. The Contractor must resume carrying out the Services when instructed to by the Authority.

4. SITE

4.1 ACCESS

The Authority must provide access to the Site to the Contractor during the working hours set out in the Contract Information.

4.2 THE SITE

The parties acknowledge that details of the Site are set out in the Contract Information.

The Authority makes no representation and gives no warranty as to the state of the Site. The Contractor must make all proper and reasonable inquiries concerning the Site to satisfy itself that the Services may be performed for the Contract Price in the manner contemplated by this Agreement.

The Contractor shall have no claim whatsoever against the Authority whether in contract, tort, in equity, under any statute or otherwise arising out of circumstances on the Site of which the Contractor should have been aware or which could have reasonably been anticipated by the Contractor at the date of this Agreement.

The Contractor acknowledges that the Site may be comprised of a number of sites or locations, as described

in the Contract Information. The Contractor acknowledges further that the Authority may require performance of the Services by the Contractor at additional sites or locations not specified in the Contract Information, all of which sites or locations for the purposes of this Agreement shall be deemed to form part of the Site and which shall be governed by this Agreement and the rates or prices contained in this Agreement.

4.3 LIABILITY FOR SITE

- (a) From the date of this Contract until the completion of the work under this Agreement (and subject to paragraph 4.3. (d)), the Contractor is responsible for the care of the work and that part of the Site to which it is given access under this Contract including but not be limited to fencing, access ways, temporary works, constructional plant and things entrusted to the Contractor by the Authority for the purpose of the services.
- (b) After the completion of the work, the Contractor is:
 - (i) responsible for the care of any incomplete work and any items it must remove from the Site; and
 - (ii) liable for damage it causes in the course of completing outstanding work, removing items from the land or complying with its obligations under this Contract.
- (c) Subject to paragraph 4.3. (d), the Contractor must (at its cost) promptly make good any loss of or damage to any item while the Contractor is responsible for its care.
- (d) Paragraphs (a) and (c) do not apply to the extent that loss or damage is caused by:
 - (i) any wrongful or negligent act or omission of the Authority, its employees, consultants or agents; or
 - (ii) a breach by the Authority of this Contract.

4.4 INDEMNITY

Subject to clause 4.4.2, the Contractor must at all times indemnify the Authority, its officers, employees and agents (**those indemnified**) from and against all Loss (as defined in 4.4.5) incurred or suffered by any of those indemnified or arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified to the extent such Loss was caused or contributed to by any wrongful (including negligent) act or omission of the Contractor or its officers, employees, agents, consultants or subcontractors arising from the performance of the services or with the contract.

4.4.1 The Authority's ability to enforce the indemnity

The Contractor agrees that the Authority may enforce the indemnity in clause 4.4 in favour of the persons specified in clause 4.4 for the benefit of each of such persons in the name of the Authority or of such persons.

4.4.2 Limit to indemnity

The Contractor's liability to those indemnified under clause 4.4 will be reduced proportionally to the extent that any unlawful, wrongful or negligent act or omission of those indemnified caused the Loss

4.4.3 Enforcement of indemnity

It is not necessary for the Authority to have incurred any expense or made any payment before enforcing an indemnity under the Contract.

4.4.4 Indemnity to survive termination

This indemnity will survive the expiration or termination of the Contract.

4.4.5 Loss

Loss means any loss, cost or expense (including legal costs on a solicitor and own client basis) or liability however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

4.5 INSURANCE

4.5.1 Liability Insurances

The Contractor must effect or cause to be effected:

- (a) broadform public and products liability insurance written on an occurrence basis for not less than \$20 million for any one occurrence (and also in the aggregate for all occurrences any one 12 month policy period with respect to products liability) which covers liability (including to The Authority) in respect of:
 - (i) loss of, damage to, or loss of use of, any real or personal property; and
 - (ii) personal injury of, disease or illness (including mental illness) to, or death of, any person, arising out of the performance of the Contract or any products manufactured, altered, prescribed, repaired, supplied or installed by the Contractor in the performance of the Contract. The insurance must include cover for The Authority's property in the care, custody or control of the Contractor and have a definition of products sufficiently wide to include any software and other computer related products to be supplied by the Contractor;
- (b) insurance for not less than \$20 million for any one occurrence which covers third party property damage related to any plant or vehicles (registered or unregistered) used in respect of the performance of the Contract and which covers injury to, illness of or death of any person related to any unregistered plant or vehicles used in the performance of the Contract;
- (c) compulsory third party motor vehicle insurance in respect of all registrable vehicles used in the performance of the Contract;

4.5.2 Workers' Compensation Insurance

The Contractor must effect or cause to be effected, insurance which insures any injury, damage, expense, loss or liability suffered or incurred by any person engaged in the work under the Contract (or their dependants):

- (a) giving rise to a claim under any statute relating to workers' or accident compensation;
- (b) in New South Wales as well as each State or territory where the Contractor's employees normally reside or where their contract of employment was made.

4.5.3 Contract Works Insurance

- (a) The Contractor must effect or cause to be effected Contract Works insurance in respect of any construction work to be performed pursuant to the Contract including inland transit cover and cover for materials and goods stored off-site, against the risks of loss, damage or destruction caused by insurable risks including loss, damage or destruction by earthquake, fire, flood, lightning, storm and tempest, theft, malicious damage and

resulting loss or damage arising from faulty material, workmanship or design, for the full reinstatement value of the work under the Contract.

4.5.4 Professional Indemnity Insurance / Errors and Omissions Insurance

If the work under the contract includes design work, the Contractor must effect or cause to be effected professional indemnity insurance:

- (a) which covers liability of the Contractor arising from a negligent breach of duty owed in a professional capacity, whether owed in contract or otherwise by any act or omission of the Contractor, its employees, subcontractors, consultants or agents;
- (b) extending to include cover for unintentional breaches of trade practices related legislation and intellectual property rights; and
- (c) with a limit of indemnity of not less than \$2 million any one claim and in the aggregate for all claims during any twelve month period of insurance,
- (d) which insurance must have a definition of profession or business wide enough to include all services to be provided by the Contractor in the performance of the Contract.

4.5.5 Periods of Insurance

The Contractor must ensure that each insurance referred to in clause 4.5 is in force on the date of this Contract and is maintained:

- (a) in the case of the insurance referred to in clauses 4.5.1 and 4.5.2, until the completion of the Contract or earlier termination of this Contract;
- (b) in the case of the insurance referred to in clause 4.5.5 until the completion of the construction works including the expiry of any defects corrections periods;
- (c) in the case of the insurance referred to in clause 4.5.6 until the expiry of 7 years following the completion or earlier termination of this Contract.

4.5.6 Evidence of Policies

- (a) The Contractor must, in respect of each insurance referred to in Clause 4.5, give the Authority, or its authorised representative:
 - (i) acceptable proof of currency and coverage of the insurances before the relevant commencement date referred to in Clause 4.5.5 for each insurance and on each renewal;
 - (ii) copies of all cover notes, policies, certificates of currency, renewal certificates and endorsement slips as soon as the Contractor receives them; and
 - (iii) on request, other evidence of the insurances which The Authority reasonably requires.
- (b) If the Contractor does not comply with Clause 4.5.5, the Authority may, but is not obliged to, effect the relevant insurances and may:
 - (i) recover the cost of doing so as a debt due from the Contractor;
 - (ii) deduct the premiums payable for them from amounts payable to the Contractor.

4.5.7 Provisions in policies

The Contractor must ensure that:

- (c) the insurances referred to in Clause 4.5.1 (except for the insurance referred to in Clause 4.5.1.(c)) provide that:
 - (i) all insurance agreements and endorsements (with the exception of limits of liability) name as insured, and operate as if there was a separate policy of insurance covering The Authority (for its vicarious liability for the acts or omissions of other insured), the Contractor and its employees;
 - (ii) failure by any insured to observe and fulfil the terms of the policy or to comply with the duty of disclosure does not prejudice the insurance of any other insured; and
 - (iii) the insurer waives all rights, remedies or relief to which it might become entitled by way of subrogation against named insured (to the extent they are insured under the policy);
- (d) the insurances referred to in Clause 4.5.3 provide that:
 - (i) all insurance agreements and endorsements (with the exception of limits of liability) name as insured, and operate as if there was a separate policy of insurance covering The Authority, and the Contractor for their respective rights and interests; and
 - (ii) failure by any insured to observe and fulfil the terms of the policy or to comply with the duty of disclosure does not prejudice the insurance of any other insured; and
 - (iii) the insurer waives all rights, remedies or relief to which it might become entitled by way of subrogation against named insured (to the extent they are insured under the policy);
- (e) each insurance referred to in Clause 4.5 (except for the insurance referred to in Clause 4.5.1.(c) and 4.5.2 is:
 - (i) effected with reputable insurers with a security rating of "BBB+" with Standard and Poors or the equivalent rating with another recognised rating agency;
 - (ii) on terms approved in writing by The Authority, which approval by The Authority must not be unreasonably withheld; and
- (f) once approved by the Authority, the terms of the insurance is not changed without the Authority's prior written approval (not to be unreasonably withheld). The Contractor must indemnify The Authority for its reasonable legal and other costs (if any) associated with determining whether or not to approve any such requested change.

4.5.8 Compliance with Policies

The Contractor must ensure that in relation to any insurance policy required to be maintained by it by Clause 4.5 it:

- (a) does not do anything or fail to do anything or (insofar as it is reasonably within its power) permit anything to occur which prejudices any insurance;
- (b) if necessary, rectifies anything which might prejudice any insurance;
- (c) reinstates an insurance policy if it lapses;
- (d) does not cancel, vary or allow an insurance policy to lapse without the prior written consent of The Authority

- (e) immediately notifies The Authority of any event which may result in an insurance policy lapsing or being cancelled;
- (f) gives full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or the payment of all or any benefits under the insurance;
- (g) immediately informs The Authority whenever it receives or gives a notice under or in connection with any insurance policy including any claim (with the exception of claims or potential claims by The Authority).

4.5.9 Notices of Cancellation

The Contractor must immediately give notice to The Authority whenever an insurer of any of the insurances effected in compliance with Clause 4.5 gives the Contractor a notice of cancellation or any other notice in respect of the relevant policy of insurance or the Contractor serves a notice of cancellation on the insurer.

4.5.10 Premiums and Deductibles

The Contractor must punctually pay all premiums in respect of all insurances referred to in Clause 4.5. Any deductibles payable under any of the insurances referred to in Clause 4.5 shall be the responsibility of the Contractor.

4.5.11 Application of insurance proceeds

If any part of the work under this agreement is damaged or destroyed all insurance proceeds in respect of that damage or destruction must be applied to repair or reinstate the work unless otherwise directed by The Authority in writing.

4.5.12 Subcontractors

The Contractor shall ensure that its subcontractors, agents and consultants are insured as required by Clause 4.5.2, as is appropriate given the nature of services or work to be performed by them, as if they were the Contractor

4.6 SITE MANAGEMENT PROVISIONS

The Contractor must comply with the Site Management Provisions set out in Section 1, The Preliminaries.

5. PAYMENT & CLAIMS

5.1 CONTRACT PRICE

The Contract Price is:

- (a) The fixed Lump Sum tendered ("the Contract Sum") as provided on the Tender Form; plus
- (b) Any variations to the Contract Sum required by the Principal. The payment rates and prices in the Schedules of Rates for Variations will apply.

The Lump Sum Contract Sum and each of the rates and prices in the Schedule of Rates for Variations shall be firm for 12 months from the Commencement Date. Thereafter, the price payable and all rates and prices in the Schedule of Rates for Variations may be adjusted in line with the C.P.I (Sydney All Ordinaries Index) for any extended period, unless otherwise provided for in the contract, as follows:

Lump Sum Payment

$$\text{Year 2} = \frac{\text{C.P.I at start of Year 2}}{\text{C.P.I at start of Year 1}} \times (\text{Annual Lump Sum Payment Year 1})$$

Hourly Rate

$$\text{Year 2} = \frac{\text{C.P.I at start of Year 2}}{\text{C.P.I at start of Year 1}} \times (\text{Hourly Rate Year 1})$$

At least two (2) months prior to the Completion of the Contract, the Contractor may request in writing for consideration by the Principal an adjustment in the Contract Prices and Rates. The request must be fully substantiated.

Payments made during all remaining years of the Term of the Contract Agreement may be adjusted on the same basis in accordance with the C.P.I at the start of each of these years.

As any price variations cannot be fixed until the C.P.I is available from the Australian Bureau of Statistics, it consequently may not be possible to adjust the rates at the required date. Any payment made at the old rate, due to the C.P.I not being available, will be adjusted as soon as practicable after the C.P.I is available. Back payment of any outstanding moneys will be made as soon as the adjusted payment schedule is known, and no interest will be paid on any outstanding money.

The rates and prices tendered shall not include amounts for the Goods and Services Tax ("GST"). The rates and prices shall allow for all other rates, taxes and charges. The amount of GST payable shall be identified in all payment claims provided to the Principal by the Contractor for the work performed under the Contract.

Sales tax is not payable on any materials used for the Services. The Contractor shall provide an exemption declaration to their suppliers, declaring that the goods are to be incorporated into the works of an exempt body. The Contractor shall provide whatever information and documents the Commissioner of Taxation requires.

5.2 PAYMENT PROCEDURES

The Contractor may make a payment claim once each month on the date specified in the Contract Information.

Each payment claim must be accompanied by information concerning the Services performed which is sufficient to allow the Authority to verify each payment claim to its reasonable satisfaction, and a statutory declaration in the form of Schedule 2.2.6 with any supporting documentation requested by the Authority.

The Authority will pay the value of the Contractor's payment claim based on the Services carried out and the lump sums or Schedule of Rates items (as applicable) after allowing for the cost or estimated cost of defective work or Services within twenty-eight days of receipt by the Authority of each payment claim provided that:

- (a) if any amount claimed is disputed by the Authority, then the Authority shall be obliged to pay only the amount not in dispute, pending resolution of the dispute in accordance with this Agreement;
- (b) the Authority may set off any amount due to the Authority by the Contractor under this Agreement; and
- (c) if the Authority has requested the Contractor to provide evidence of insurance as required by this Agreement, then the Authority will not be obliged to make any payment to the Contractor until the Contractor has done so.
- (d) payment of any part of the Contract Price does not constitute acceptance or acknowledgment by the Authority that the Services have been performed in accordance with this Agreement and does not

amount to waiver of any right of action that the Authority may have at any time against the Contractor.

If the Agreement provides that before payment or payment exceeding a certain amount is made, a test shall be passed or insurance shall be affected by the Contractor or some other requirement shall be fulfilled, then notwithstanding this clause, effect shall be given to the provision.

The amount due to the Contractor at the time for a claim for payment shall be the value of the work carried out by the Contractor in performance of the work under the Agreement to that time less:

- (e) amounts already paid under the Agreement;
- (f) amounts that the Authority is entitled to deduct under this clause,

together with all moneys due to the Contractor under any provision of the Agreement.

Quantities and times for items in the Schedule of Rates are estimated quantities and times only.

- (g) If the actual quantity for an item required by the Authority is greater or less than the quantity shown in this Schedule, the rate in the Schedule shall apply to greater and lesser quantities, that is for any quantity whatsoever unless indicated otherwise in the Schedule of Rates.
- (h) Where the payment for the work completed is covered by a lump sum, the valuation shall be the same proportion of the lump sum amount as the work completed is as a proportion of the whole of the work covered by the lump sum.

Where valuing the amount of payment due involves rates, the amount shall be calculated by first multiplying the rates by their respective quantities in the Schedule of Rates and then adding these products.

Work shall only be complete and the Contractor shall prepare payment claims based only on work, when it has been verified and has associated records duly completed by the Contractor.

5.3 SET-OFF

If the Authority claims a sum under or arising out of the Agreement or any other agreement between the Authority and the Contractor, it may:

- (a) withhold, deduct or set-off the claimed sum against the sum to which the Contractor is entitled under or arising out of the Agreement; and
- (b) make a demand against the security provided under clause 2.10 for any amount of the claimed sum.

5.4 ADJUSTMENT FOR SCOPE CHANGES

A change to the scope of Services initiated by, or consented to, by the Principal will result in the Lump Sum Fee being adjusted by:

- (a) An amount agreed between the Principal and the Contractor; or
- (b) Failing agreement, a reasonable amount determined by the Principal using the rates and prices in the Tender Schedules; or
- (c) Where those rates and prices are not applicable – reasonable rates and prices.

5.5 CHANGES TO SCHEDULE OF RATES

If a new rate is required to be added to a Schedule of Rates for a new item of work, it is to be an appropriate rate as specified in the Agreement or, if not so specified, then a rate agreed by the parties or failing agreement, a reasonable rate as specified by the Authority.

A rate in the Schedule of Rates may be varied by agreement of the parties, and will take effect from the date of the agreement. The agreement must be in writing and state the rate to be varied, the new rate and the date of the agreement, and must be signed by the authorised representatives of the Authority and the Contractor.

5.6 PROVISIONAL SUMS

A provisional sum included in the Contract shall not itself be payable by the Principal but:

- (a) Where at the direction of the Principal the work or item to which the provisional sum relates is performed or supplied by the Contractor, the work or item shall be valued under Clause 5.1;
- (b) where at the direction of the Principal the work or item to which the provisional sum relates is performed or supplied by a subcontractor to the Contractor the Principal shall pay the Contractor the amount payable to the subcontractor for the work or item, disregarding any damages payable by the Contractor to the subcontractor or vice versa, plus the amount or percentage thereon for profit and attendance stated in the Annexure or elsewhere in the Contract.

The amount payable to a subcontractor for materials or goods is to be taken to be the net cost to the Contractor (disregarding any deduction of cash discount for prompt payment).

5.7 CONTRACTOR'S CLAIMS

Subject to any other express provisions of this Agreement, the Contractor must make any claim to which it considers it is entitled within 28 days from the start of the event giving rise to the claim or the time the event should have become known to the Contractor with reasonable diligence on its part (as applicable). If the Contractor fails to make a claim within the time specified in this clause, the Contractor is barred from making any such claim.

6. GENERAL MATTERS

6.1 SECURITY OF PAYMENT

General

In this clause "subcontract" includes an agreement for supply of goods or services (including professional services and plant hire) or both and "subcontractor" includes a supplier of goods or services (including professional services and plant hire) or both.

The Contractor shall ensure that each subcontract, whether written or oral, entered into by the Contractor or any subcontractor in respect of the Services and which has a value of \$25,000 or more at the commencement of the subcontract, includes provisions in the form or to the effect of the form, as the case may be, of those contained in this clause, including the provisions of this paragraph.

Options as to Form of Security

Each subcontract that:

- (a) Requires the subcontractor to provide a cash security to its principal;

- (b) Allows the subcontractor's principal to deduct retention moneys from any payment made by it to the subcontractor; or

- (c) provides for both (a) and (b) above,

shall allow the subcontractor the option at any time to provide an unconditional undertaking or unconditional undertakings in lieu of cash security or retention moneys. To the extent that the subcontractor provides an unconditional undertaking or undertakings, the subcontractor's principal shall not deduct retention moneys and shall forthwith release to the subcontractor any retention moneys or cash security then held.

Trust for Cash Security and Retention Moneys

Each subcontract shall include a provision having the effect that:

- (a) When a party receives or retains security in cash or converts security to cash, that security is held in trust by the security holder from the time of receipt, retention or conversion, as the case may be, and the security holder must forthwith deposit the money into a trust account in a bank selected by that party;
- (b) The moneys shall be held in a trust for whichever party is entitled to receive them until they are paid in favour of that party and the security holder shall maintain proper records to account for such moneys; and
- (c) Any interest earned by the trust account shall not be held in trust, and shall be owned by the party holding the security.

Payments

Each subcontract shall include:

- (a) A provision requiring the subcontractor's principal to pay the subcontractor for work for which payment is claimed by the subcontractor (and for which the subcontractor's principal has claimed payment from its principal) no later than 7 days after the last day on which payment is due and payable to the subcontractor's principal for such work under the contract with its principal;
- (b) Provisions equivalent to the paragraphs below in this Clause PAYMENTS.

Nothing in this Clause PAYMENTS shall be read so as to prevent the Contractor from paying a subcontractor an amount in excess of that claimed from the Authority, or before the time stipulated in (g) of Clause PAYMENTS.

If any provision of paragraph (g) of Clause PAYMENTS is inconsistent with any other provision in a subcontract, the provisions of paragraph (g) shall prevail to the extent of the inconsistency.

Interest on Overdue Payments

Each subcontract shall include provisions that prescribe a rate of interest that is not less than the rates from time to time prescribed for judgement debts under the NSW Supreme Court Act and Rules.

Alternative Dispute Resolution

Each subcontract shall include provisions incorporating the dispute resolution procedures outlined in the Agreement except that, in each case, it shall not be mandatory for the subcontractor to pursue the contractual dispute resolution mechanism if the only remedy sought by the subcontractor is an order that the subcontractor's principal pay to it an amount which is not disputed to be due and payable under the subcontract.

Documents to be provided to Subcontractors

Each subcontract shall include a provision that requires the subcontractor's principal to provide to the subcontractor, before the subcontractor commences work under the subcontract, a copy of the following provisions of the contract between the subcontractors's principal and its principal:

- (a) The provisions equivalent to this Clause; and
- (b) The clauses relating to proof of payment of subcontractors, times for payment claims and payment, interest on overdue payments and alternative dispute resolution.

Register of Subcontracts

The Contractor shall maintain a register of all subcontracts that have a value of \$25,000 or more showing brief details of the subcontract work, the name, address and telephone number of the subcontractor, and provide an up to date copy of the register when requested by the Authority.

If further requested by the Authority, provide an unpriced copy of the subcontract agreement within 14 days of such request.

The Contractor and each subcontractor must keep proper wages books and time sheets showing the wages paid to and, so far as practicable, the time worked by employees in connection with the Services. The Contractor and each subcontractor must at all reasonable times allow any properly authorised officer of the Authority to enter upon any site at which records are kept, inspect the wages books and time sheets, and also if such authorised officer thinks fit, to interview any persons employed in connection with the Services as to their rates of wages, hours and conditions of employment.

6.2 EXCHANGE OF INFORMATION BETWEEN GOVERNMENT PARTIES

The Contractor authorises the Authority to make information concerning the Contractor available to other NSW government departments or agencies. Such information may include, but is not limited to, any information provided by the Contractor to the Authority and any information relating to the Contractor's performance under the Agreement.

The Contractor acknowledges that any information about the Contractor from any source, including substantiated reports of unsatisfactory performance may be taken into account by NSW government departments and agencies in considering whether to offer the Contractor future opportunities for NSW government work.

The Contractor acknowledges and agrees that the communication of such information by the Authority to any NSW government department or agency is a communication falling within Section 22(1) of the Defamation Act 1974 (NSW).

6.3 DISPUTE RESOLUTION

If any dispute or difference arises under this Agreement (including any dispute as to the meaning or effect of the Agreement) the party raising such dispute or difference shall:

- (a) as soon as practicable give notice of the dispute or difference to the other party ("Notice of Dispute"); and
- (b) at the same time or as soon as practicable thereafter, give to the other party fully detailed particulars of the matters at issue (which shall include a statement of facts and issues and the quantum and legal basis of any claim) so as to

enable the other party reasonably to decide whether to accept or reject that position without further inquiry.

The parties will attempt to resolve any dispute that arises under this Agreement speedily by negotiation between representatives of the parties who have authority to settle the dispute.

If a dispute is not settled by negotiation within fourteen days after the provision by a party of particulars under clause 6.3 (b), the Senior Executives of parties named in the Contract Information must confer in good faith to attempt to resolve the dispute or to agree on a procedure for resolution of the dispute ("the agreed procedure"). The parties shall fully participate and co-operate in any procedure that is agreed.

If the conference(s) between the Senior Executives or the agreed procedure do not lead to resolution of any dispute, or if the Senior Executives fail to agree upon a procedure for resolution of the dispute, then either party may give notice in writing to the other party referring the dispute to expert determination, not earlier than fourteen (14) days and not later than twenty eight (28) days after the later of:

- (c) the conference referred to in clause 6.3 above; or
- (d) the termination or expiry of the agreed procedure, provided that the party has complied with the provisions of all the paragraphs in this clause above as those provisions apply to the party.

Notwithstanding the giving by either party of notice under this clause, the parties must continue to take all reasonable steps to attempt resolution of the dispute without expert determination. At the expiration of twenty eight (28) days from the date of the notice, the dispute, unless it has been otherwise settled shall be determined by an independent expert in accordance with the Expert Determination Agreement in Schedule 1.2.2:

- (e) The identity of the independent expert shall be agreed by both parties or failing agreement, then nominated, upon the application of either party, by the President of the New South Wales Division of the Institute of Arbitrators and Mediators, Australia.
- (f) The decision of the independent expert shall be final and binding if either:
 - (i) the decision of the independent expert requires one party to pay the other party an amount less than the amount stated in the Contract Information; or
 - (ii) the decision of the independent expert requires one party to pay the other party an amount more than that amount (or no amount is specified) and neither party commences further proceedings in respect of the dispute within 28 days after the independent expert's decision is given to both parties.

Notwithstanding the existence of a dispute, the Contractor shall continue to perform the Services and, in so doing, shall comply with all instructions of the Authority, in accordance with this Agreement.

6.4 TERMINATION

Without prejudice to any other rights or remedies which it may have at common law or otherwise, the Authority may terminate this Agreement upon seven days written notice for any serious breach of this Agreement by the Contractor, or if the Contractor becomes Insolvent or dies.

A serious breach includes:

- (a) failure to remedy any breach within the time specified in notice under this clause;

- (b) breach of any condition of the Agreement and that breach is not capable of being remedied;
- (c) is in substantial breach of the Agreement, whether or not the Authority has given notice under this clause, where substantial breaches include but are not limited to:
 - (i) Making statements known not to be true and correct;
 - (ii) Failing to comply with the Occupational Health, Safety and Rehabilitation conditions of the Agreement;
 - (iii) Non-compliance with laws;
 - (iv) Suspension of the work or failing to proceed with the work at a reasonable rate;
 - (v) Failing to comply with a direction of the Authority;
 - (vi) Failing to provide evidence of insurance;
 - (vii) Failing to comply with environmental management requirements of the Agreement;

If this Agreement is terminated by the Authority under this clause, the Contractor shall be liable to the Authority for all costs, losses and damages which the Authority suffers or incurs as a result of the breach by or Insolvency or death of the Contractor and the Authority may set-off the amounts of such costs, losses and damages against any payment which may become due to the Contractor.

In addition to the Authority's rights under this clause as referred to above, the Authority may terminate this Agreement at any time after giving seven days written notice to the Contractor. In this event, the Authority shall pay to the Contractor as its sole remedy all amounts properly due for the Services performed to the date of termination less any amount the Authority is entitled to deduct, set-off or withhold.

The Contractor must include an equivalent clause in all of its subcontracts.

7. DEFINITIONS

7.1 INTERPRETATION

The masculine includes the feminine.

Words in the singular include the plural and vice versa.

Reference to any enactment, order, regulation or other similar instrument includes any formal amendment thereto.

7.2 DEFINITION OF TERMS

In all documents forming part of this Agreement unless the contrary intention appears:

"Agreement" means the contract between the Authority and the Contractor constituted by the Contract Documents;

"Contract Documents" means the documents listed or referred to in clause 1.3;

"Contract Information" means the annexed document titled as such;

"Contract Price" means the price for the performance of the Services offered by the tenderer and accepted by the Authority, adjusted by any additions or deductions pursuant to the Agreement as referred to in clause 5;

"Commencement Date" means the date notified as such in the letter of acceptance from the Authority accepting the Contractor's tender offer. The Commencement Date will be after the date of the letter of acceptance;

"Contractor" means the organisation that submitted the tender accepted by the Authority, including any subcontractor employed by the Contractor;

"day" means a calendar day;

"employee" includes any employee of the Contractor and any Subcontractor engaged by the Contractor to provide the Services under this Agreement;

"Industrial Agreement" means relevant enterprise, project or other similar agreements;

"Insolvent" includes without limitation the following: an order being made or a resolution being effectively passed for the winding up of the Contractor (except for the purpose of reconstruction or amalgamation);

a receiver, receiver and manager, manager or official manager or administrator of the Contractor being appointed and the Contractor not having within fourteen (14) days after receipt of notice of such appointment, made application to a Court of competent jurisdiction for an injunction restraining the receiver, receiver and manager, manager or official manager or administrator from exercising his powers or for his removal and the receiver, receiver and manager, manager or official manager or administrator not having been so restrained or removed within fourteen (14) days after the said application to the Court;

the Contractor being unable to pay its debts within the meaning of the Corporations Law;

execution being levied against the Contractor for an amount in excess of fifty thousand dollars (\$50,000) and not being discharged within fourteen (14) days of execution being levied;

the Contractor without the consent of the Authority, making an assignment for the benefit of or entering into an arrangement or composition with its creditors other than for the purpose of amalgamation or reconstruction;

a writ of sequestration being enforced against the Contractor;

a mortgagee coming into possession of all or substantially the whole of the Contractor's assets and undertaking; or application is made or a resolution is passed or attempted to be passed for the Contractor to be put into liquidation or provisional liquidation;

"Month" means a calendar month;

"Purchase Order" means an order placed by the Authority for specific work or services on an as-required basis from time to time;

"rate" means a rate in the Schedule of Rates submitted by the Contractor and accepted by the Authority, and as varied from time to time under the terms of the Agreement;

"Schedule of Rates" means the schedule included in the Agreement which shows the rates of payment (including lump sum prices) for providing the Services, or adjusting the Contract Price when varying the Services;

"Separable Portions" means those parts of the Services specified in the Contract Information;

"Services" means all the services and work that are to be provided under the Agreement and all other obligations of the Contractor including any variations to the Agreement and extensions to the time period for providing the Services;

"SOPA" means the Sydney Olympic Park Authority;

"Site" means the lands and other places made available to the Contractor by the Authority for the purposes of the Agreement;

"Statutory Requirements" means the laws relating to the Services or the Site, or the lawful requirements of any authority or provider of services having jurisdiction over the Services, the Site or anyone or anything connected with the Services or the Site;

"Term" means the period during which the Contractor must provide the Services, as referred to in clause 3.1.

"the Authority" means the Sydney Olympic Park Authority;

"Works Order" means an official document from the Authority that requests works to be performed on the site.

END OF AGREEMENT CONDITIONS

Contract Information

<u>Item</u>	<u>Description</u>	<u>Clause Reference</u>
1.	Other Contract Documents	Agreement Conditions Contract Information Section 2, The Preliminaries Section 3, The Services Annexed Schedules Formal Agreement and letter of award Plan of Management Conditions
2.	Separable Portions	Not applicable.
3.	As-Required Services	0 1.9 (a) applies 0 1.9 (b) applies
4.	Working Hours	As per The Services
5.	Parties and Addresses	2.8
	The Authority	See clause 2.8 (a)
	Contractor	See clause 2.8 (b)
6.	Commencement Date	As stated in the "Letter Of Acceptance Of Tender"
7.	Term Of Contract	One (1) year plus four (4) optional annual extensions. Optional extensions at sole discretion of the Principal.
8.	Date for Completion	3.3
9.	Site	Sydney Olympic Park contract area as defined in The Services for Contract SOPA 158.
10.	Date to make Payment Claim	Once per month, within 5 working days after the last day of the month.
11.	Amount	Monthly payment claim for one twelve of the Lump Sum portion of the contract.

SCHEDULE 1.2.1**TERMS OF UNCONDITIONAL UNDERTAKING****UNCONDITIONAL UNDERTAKING**

At the request of ('the Contractor') and in consideration of the Sydney Olympic Park Authority ('the Authority') accepting this undertaking in respect of the contract for

..... ('the Financial Institution') unconditionally undertakes to pay on demand any sum or sums which may from time to time be demanded by the Authority to a maximum aggregate sum of \$ (.....) ('the Sum').

The undertaking is to continue until notification has been received from the Authority that the Sum is no longer required by the Authority or until this undertaking is returned to the Financial Institution or until payment to the Authority by the Financial Institution of the whole of the Sum or such part as the Authority may require.

Should the Financial Institution be notified in writing, purporting to be signed by or for and on behalf of the Authority that the Authority desires payment to be made of the whole or any part or parts of the Sum, it is unconditionally agreed that the Financial Institution will make the payment or payments to the Authority forthwith without reference to the Contractor and notwithstanding any notice given by the Contractor not to pay same.

Provided always that the Financial Institution may at any time without being required so to do pay to the Authority the Sum less any amount or amounts it may previously have paid under this undertaking or such lesser sum as may be required and specified by the Authority and thereupon the liability of the Financial Institution hereunder shall immediately cease.

DATED at this day of 20

SCHEDULE 1.2.2**EXPERT DETERMINATION AGREEMENT****Expert Determination Agreement****WHEREAS:**

- (A) By agreement made on [insert date] between Sydney Olympic Park Authority ("the Authority") and [] (ACN []) ("the Contractor") the Authority engaged the Contractor to provide maintenance services.
- (B) Disputes have arisen between the parties as to certain matters relating to the Agreement and its performance.

IT IS NOW AGREED:

1. The parties hereby request [insert name] ("the Expert") to determine the matters in dispute outlined in the Notice of Dispute dated [insert date] annexed to this Agreement by issuing a certificate stating his/her determination, and the Expert by signing his/her acceptance of this Agreement agrees to comply with such request in accordance with the terms of this Agreement.
2. The Expert in so determining and certifying:
 - (a) will act as an expert and not as an arbitrator;
 - (b) will proceed in such manner as he/she thinks fit without being bound to observe the rules of natural justice or the rules of evidence;
 - (c) will take into consideration all documents, information and other written and oral material that the parties place before him/her including documents, information and material relating to the facts in dispute and to arguments and submissions upon the matters in dispute;
 - (d) will not be expected or required to obtain or refer to any other documents, information or material but may do so if he/she so desires;
 - (e) will without giving reasons issue a certificate in such form as he/she considers appropriate stating his/her determination of the matters in dispute;
 - (f) will act with expedition with a view to such certificate being issued as soon as practicable.
3. The Expert may if he/she so desires arrange to meet with the parties to discuss the dispute. At and in connection with any such meeting:
 - (a) either party may be accompanied by a legal representative or other advisers;
 - (b) the parties agree to be bound by such procedural directions as may be given by the Expert both in preparation for and during the course of the meeting.

The parties agree that any such meeting shall be deemed not to be a hearing such as to import any colour of the proceedings under this Agreement being considered to be an arbitration.
4. The Expert shall not be liable to the parties or either of them or to any third party or stranger for anything done or omitted by him/her pursuant to this Agreement and the parties release and indemnify him/her from and against any claims for negligence, bias or other misconduct other than actual fraud.
5. The parties shall share equally in paying the costs and expenses of the determination as previously agreed with the Expert or, in the absence of previous agreement, as certified by the Expert.

SIGNED by the Authority

on.....(date) (Signature)

SIGNED by the Contractor

on.....(date) (Signature)

ACCEPTED by the Expert

on.....(date) (Signature)

VOLUME 2 – SECTION 2

LANDSCAPE (GARDEN) MAINTENANCE – PARKLANDS

The Preliminaries

Contents

Clause	Page
1. SITE MANAGEMENT	2
1.1 Disturbance	2
1.2 Site Management	2
1.3 Services to Conform with Standards	2
1.4 Supervision	2
1.5 Registration and Licences	2
1.6 Fire Control	2
1.7 Reports and Meetings	2
1.8 Contractor's Labour and Equipment	3
1.9 Plant and Equipment	3
1.10 Communication System	3
1.11 Inspection	3
1.12 Contractor to Report and Provide Information	4
1.13 STORAGE and Accommodation	4
2. OCCUPATIONAL HEALTH AND SAFETY, AND SECURITY MANAGEMENT	4
2.1 Public Safety	4
2.2 Contractor's OH&S Responsibilities	4
2.3 Part A – Statement of Responsibilities	4
2.4 Part B –Site Safety Rules	4
2.5 Part C – Safe Work Method Statements	5
2.6 Submission	5
2.7 Failure to Comply	5
2.8 General Site Safety Requirements	5
2.9 Awareness of Safety Requirements	6
2.10 First Aid	6
2.11 Safety Precautions	6
2.12 Needles and Syringes	6
2.13 Protection of People and Property	6
2.14 Urgent Protection	6
2.15 Site Induction	6
2.16 Site Protocols	6
2.17 Access Exclusion Periods	6
3. ENVIRONMENTAL CONDITIONS	7
3.1 General	7
4. CONFIDENTIALITY	7
4.1 Confidential Information	7
Schedule 2.2.1 Confidentiality Documents	7
Schedule 2.2.2 Environmental Requirements	8
Schedule 2.2.3 Monthly Safety Statistics Report	12
Schedule 2.2.4 Safe Work Method Statement	13
Schedule 2.2.5 Sopa Work Permit Application Form	14
Schedule 2.2.6 Statutory Declaration	17
Schedule 2.2.7 Permanent Variation Request Form	19

Maintenance Services Agreement Preliminaries

1. SITE MANAGEMENT

1.1 DISTURBANCE

In performance of the Services, the Contractor must take all reasonable precautions to ensure as little disturbance as possible to the Site and to other persons and activities on the Site.

1.2 SITE MANAGEMENT

For the protection of persons and property, the Contractor shall provide and maintain all equipment such as fencing, guard hoardings, warning signs, lighting and any other apparatus deemed necessary by the Authority, or by law for the safety and convenience of persons in the vicinity of the areas on the Site where Services are being provided. All such equipment or apparatus and the like shall be removed from the Site when no longer required.

The Contractor shall be liable for any loss of or damage to the Authority's property (including but not limited to any property on the Site) caused by the Contractor, its employees or subcontractors in the performance of the Services. The Contractor shall promptly make good the damage and pay any compensation that the law requires the Contractor to pay.

The Contractor must report to the Authority, all damage to property and to any property of the Authority that is on or at the Site, within 24 hours of discovery of that damage by the Contractor. This report must include the following:

- (a) any damage to the Authority's property, property of other contractors, and work by others, whether or not the damage was caused by the Contractor;
- (b) if the rectification works form part of the Services, the proposed timing of that rectification, subject to the approval of the Authority; and
- (c) if the rectification works do not form part of the Services, the preparedness of the Contractor to carry out this work and the proposed timing and value of the work, subject to approval by the Authority.

The Contractor must present a written report on damage and rectification at each weekly review meeting covering the items listed in Clause 1.2. This report must be in a form acceptable to the Authority.

If the Contractor fails to report any damage in accordance with this clause the Contractor shall be liable to the Authority in respect of that damage as if that damage had been caused by the Contractor, but only for such damage as the Contractor could have discovered while carrying out the Services.

If the Contractor fails to comply with an obligation under this Clause 1.2, the Authority may, in addition to any other remedy, perform the obligation on the Contractor's behalf. The cost incurred by the Authority shall be a debt due from the Contractor to the Authority.

1.3 SERVICES TO CONFORM WITH STANDARDS

The Contractor must perform the Services at the time and place and in the manner required under the Agreement, conforming in all respects to all requirements and conditions of the Agreement.

In the absence of specified standards, the latest released version of the relevant Australian Standards shall be used to establish acceptable industry standards.

Any proposed changes to standards for the work or Services under the Agreement either through improved technology, training or for any other reason, must be discussed with the Authority and approved prior to implementation.

1.4 SUPERVISION

The Contractor must ensure that all personnel are adequately supervised. There must be a responsible representative of the Contractor on the Site in charge of the Services whenever the Services are being performed on the Site. This representative must have the authority of the Contractor to act on the Contractor's behalf.

Responsibilities of the Contractor for supervision include staff and quality control, liaison with the Authority, and ensuring safety with the use of chemicals, plant and equipment and with the method of operation.

Before the Commencement Date, the Contractor shall provide evidence of the systems, procedures and methods to be used to ensure that the Services are performed to the required quality. If this evidence is not satisfactory, the Authority may require an independent audit of the Contractor's systems, procedures and methods. The Contractor shall bear the cost of this audit.

1.5 REGISTRATION AND LICENCES

All machine operators must have appropriate licences to operate any machine that they will use on the Site. Evidence of such licence must be provided to the Authority before operating such machines on the Site.

All machines that are liable to travel under their own power on any road within the Site must have NSW RTA registration. Each of these machines must be covered by comprehensive insurance.

Before bringing a machine on to the Site, the Contractor must produce evidence of registration and insurance.

The Contractor must ensure that there is no impediment to the lawful use in NSW or on the Site of all plant to be used to perform the Service.

1.6 FIRE CONTROL

The Contractor is liable for damages caused by, and the cost of suppression of, any fire that is ignited by machines used for the work under the Agreement.

On days of total fire ban and days of extreme fire danger, the Contractor must not commence any work that requires the use of machinery that could cause fires or use flammable materials. If in doubt about such action, seek approval from the Authority.

1.7 REPORTS AND MEETINGS

Each month the Contractor is to provide written reports detailing works undertaken in the previous month and work required in the following month.

The Contractor must attend a meeting with the Principal's Representative during the first week of each calendar month.

Prior to these meetings the Principal shall complete the Contractor Performance Evaluation Form for the preceding month.

Prior to these meetings, the Contractor shall also complete the Contractor Performance Evaluation Form for the preceding month.

At these monthly contract review meetings:

- (a) The Authority will review the performance of the Contractor against The Services and the program.
- (b) The Authority and the Contractor shall discuss the results of each completed Contractor Performance Evaluation Form and agree on a score for each assessment criterion;
- (c) The Authority shall take minutes of the meeting and provide a copy of them to the Contractor within 48 hours after the meeting;
- (d) The Contractor must establish the performance achieved by presentation of a diary, in a form acceptable to the Authority, setting out each task or operation that varied from the program approved by the Authority.
- (e) the Authority will assess the work done and seek a credit from the Contractor if expected tasks and/or operations have not been carried out or completed satisfactorily without reasonable cause. The rates in the Schedule of Rates will be used to calculate the value of any deduction.
- (f) The Contractor must present to the Authority for approval the Works Schedule of Performance for the next 1-month period.

Monthly review meetings shall continue throughout the Term.

The Authority may change the Performance Criteria of the Contractor Performance Evaluation Form at any time provided that the change does not materially alter the performance of The Services required as at the Commencement Date;

If:

- (g) the Contractor does not obtain an overall rating of "acceptable" or higher in the Contractor Performance Evaluation Form for any review; and
- (h) in the opinion of the Authority the Contractor does not take all steps practicable to improve its performance to an "acceptable" or higher rating before the next monthly review,
then the Authority may terminate this Contract in accordance with The Agreement Conditions – Clause 6.4 – Termination.

The Contractor shall inform the Authority when, in the opinion of the Contractor, the Services have been completed. The Authority will determine when and if work is complete and advise the Contractor of this determination.

If the Contractor is delayed in being able to complete work, then the Contractor shall notify the Authority within 7 days after the commencement of the delay and meet with the Authority to determine the cause of delay. Where an event or circumstance beyond the control of the Contractor causes the delay, the times in the program may be adjusted. If the Authority and the Contractor fail to agree on this adjustment within 7 days of a meeting to determine the cause of delay the Authority shall assess a reasonable adjustment. The Authority may adjust the program at any time for any reason.

The Contractor may seek approval from the Authority to vary the program. This may be approved if the frequencies of landscape maintenance activities, tasks and operations generally remain as required under the Agreement.

1.8 CONTRACTOR'S LABOUR AND EQUIPMENT

The Contractor must provide and maintain sufficient labour and materials, automotive fuel, plant, tools and equipment as are necessary for the performance of the Services.

The safety and security of any goods, articles, tools, equipment or any property belonging to the Contractor or any employees that are left on the Site for safe-keeping or otherwise are the responsibility of the Contractor. the Authority accepts no responsibility or liability whatsoever for this property.

1.9 PLANT AND EQUIPMENT

The Contractor must keep all plant and equipment used in a safe and good working condition at all times. the Authority may require the Contractor to prove the efficiency and safety of the plant and equipment, and the skill and knowledge of the operator, causing them to undergo any test that the Authority deems appropriate. All gears, belts and other moving parts must be adequately guarded. Equipment must comply with the manufacturer's specifications for the fitting and maintenance of safety features. the Authority accepts no responsibility or liability whatsoever in respect of the safety of plant and equipment.

Safety and efficiency checks may be made during the Term. If directed by the Authority, any plant or attachments (including safety equipment) required for the performance of the Services may be required to be presented for inspection at a location to be determined by the Authority.

The Contractor must supply specifications for this equipment at this inspection. Contractors must present a Certificate of Currency for Insurances before the inspection can proceed.

The Contractor must promptly and efficiently carry out at the Contractor's expense, all repairs, servicing and adjustments deemed necessary by the Authority for the satisfactory and safe operation of the plant or equipment.

The responsibility for training operators and overseeing the safe use of all plant and equipment remains with the Contractor.

The Contractor must comply with the Noise Control Act (1988), the Protection of the Environment Operations Act (1997) and all other relevant laws and regulations. Motorised equipment must not be operated before 7.30 am or after 7.00 pm. The Contractor is required to avoid danger or inconvenience to the public.

1.10 COMMUNICATION SYSTEM

The Contractor's representative on the Site must be equipped with, at the Contractor's expense, a portable radio, telephone or alphanumeric pager. The radio, telephone or pager must be kept in good working order, turned on, and be carried at all times on the Site.

The Contractor must, at the Contractor's expense, maintain telephones at both the Contractor's place of business and the residence of the Contractor's representative.

After hours contact numbers must be supplied to the Authority prior to commencement of the Service.

1.11 INSPECTION

The Authority may inspect any part of the Site where the Services are being performed or are to be performed.

1.12 CONTRACTOR TO REPORT AND PROVIDE INFORMATION

The Contractor must provide proof of performance under the Agreement where required by the Authority. Provide such additional information concerning the conduct of the Contractor as the Authority may request from time to time, within 14 days of receiving such request in writing.

If at any time the Contractor becomes aware that the Contractor will be unable to comply with any obligations under the Agreement, the Contractor must immediately give notice in writing to the Authority specifying the details of and the reasons for that inability to comply.

Upon giving this notice under this clause, or providing information under this clause the Authority may determine that this is a breach of contract and act accordingly.

1.13 STORAGE AND ACCOMMODATION

No on-site storage facilities or under cover parking for plant and equipment that is to be utilised by the Contractor are available to the Contractor at Sydney Olympic Park in relation to this Contract.

The Contractor will not store plant, equipment or materials of any kind on the Authority's premises at any time, other than where such plant, equipment and/or material will be used between the nominated times on the designated day of operation in performance of this Contract or where the Principal makes specific facilities available for the Contractor's use.

For specific projects, the Principal's representative may designate areas for delivery and temporary storage of materials until required, for a maximum standing period of one week.

Flammable liquids will not be housed, stored and/or left on any premises within Sydney Olympic Park.

The Authority will bear no responsibility for any theft, damage, or loss, of any plant, equipment, material and/or personal items, or any other items, under any circumstances.

2. OCCUPATIONAL HEALTH AND SAFETY, AND SECURITY MANAGEMENT

The Contractor must comply with all statutory Occupational Health and Safety requirements.

The Contractor presents themselves as having expertise and/or retaining expert advice in occupational health and safety and management, and the Authority relies on the contractor to apply that expertise during the term of the contract and, in so doing, put in place safe systems of work.

the Authority will not direct or control the systems of work employed by the contractor to complete its contract. However, the Authority reserves the right to stop work in the event that any system of work is unsafe and the work shall not recommence under that system without independent expert certification as to its suitability.

2.1 PUBLIC SAFETY

The Contractor will at all times be aware of the need for public safety while undertaking the work and will take all due care and allow for attendance, signage and barriers where appropriate to minimise risks.

2.2 CONTRACTOR'S OH&S RESPONSIBILITIES

Prior to commencing work on the site, the Contractor must demonstrate that it has Occupational Health and Safety systems in place including:

- (a) An Occupational Health and Safety Plan that satisfies Occupational Health and Safety Regulation 2001 under the OH&S Act 2000;
- (b) Hazard and risk identification and elimination procedures, which include job safety and analysis undertaken by the contractor;
- (c) Obtaining all appropriate licences, permits, registrations, notifications, insurance, approvals and the like required to undertake the work;
- (d) Induction and safety training procedures, including procedures to ascertain that individuals engaged to undertake the work possess all appropriate qualifications and licences;
- (e) Operating procedures and systems of work that are safe; and
- (f) Procedures in respect of safety meetings and reporting of potential hazards and risks that may arise from time to time in order that further steps can be undertaken to eliminate those hazards and risks.

Prior to commencing work on the site, the Contractor must provide the Authority with:

- (a) A copy of the Contractor's Occupational Health and Safety Plan; and
- (b) Copies of the Contractor's current worker's compensation and public liability insurance certificates.

During the term of the Contract, the Contractor must renew its worker's compensation and public liability insurance immediately upon its expiry and provide the Authority with copies of the new insurance certificates before proceeding with any work on the site.

During the term of the contract, the Contractor must supply safety statistics to the Authority in accordance with AS 1885.1 for each month within the first week of the following month on the attached form, Schedule 2.2.3.

Prior to the Commencement Date the Contractor shall prepare and implement a Safety Management Plan for the work under the Agreement.

2.3 PART A – STATEMENT OF RESPONSIBILITIES

The Contractor shall list in the Statement of Responsibilities the names and positions of persons who will be responsible for the work under the Agreement to:

- (a) manage compliance with occupational health, safety and rehabilitation legislation, regulations, standards and codes;
- (b) ensure subcontractors comply with site health and safety requirements;
- (c) maintain first aid stocks and provide first aid;
- (d) manage the accident and emergency procedures and be available during and outside normal working hours, to prevent, prepare for, respond to and recover from incidents; and
- (e) conduct induction and safety training.

The Contractor shall promptly notify affected parties of any changes to such nominations and procedures.

The Contractor shall ensure copy of the Statement of Responsibilities is provided to all persons named as having responsibilities.

2.4 PART B – SITE SAFETY RULES

The Contractor shall prepare, display and implement Site Safety Rules. The Contractor shall ensure that these

Rules include those applicable for the Contractor and its staff and sub-contractors having access to and use of, the Site and other sites where the Services are performed. The Contractor shall include rules for:

- (a) induction and safety training – ensuring adequate training is provided to personnel working on, and using, the Site;
- (b) ensuring appropriate personal protective equipment is worn by all Contractors, employees, sub-contractors and agents on the site during the work;
- (c) entry to, movement on and exit from the Site;
- (d) Accident and emergency procedures – ensuring first aid facilities are clearly identified and all persons are made aware of accident and emergency procedures; and
- (e) Protection of all workers and the public on or near the Site – ensuring the use of effective barricades, fencing and overhead protection.

Where required by the Authority the Contractor shall provide the Authority with details of the personnel based on Site, and evidence that they have been inducted and trained in accordance with the Safety Management Plan.

2.5 PART C – SAFE WORK METHOD STATEMENTS

The Contractor shall prepare Safe Work Method Statements for all work activities with a significant risk such as working at or above 1.8 metres in height, working with or near hazardous substances, working in confined spaces, working in deep excavations. The Contractor shall include in the Safe Work Method Statements:

- (a) Description of work;
- (b) Name of the person or persons who will supervise the work;
- (c) Potential risks associated with the work;
- (d) All precautions to be taken to protect health and safety; and
- (e) All health and safety instructions and training to be given to employees involved with the work.

2.6 SUBMISSION

The Contractor shall supply Parts A & B of the Safety Management Plan to the Authority within 28 days of Acceptance of Tender. The Contractor shall supply Safe Work Method Statements (Part C) to the Authority prior to the commencement of the affected parts of the Work. An acceptable format for Safe Work Method Statements is attached as Schedule 2.2.4.

2.7 FAILURE TO COMPLY

If at any time the Contractor has not complied with any part of the specified Safety Management Plan prepared and supplied to the Authority, the specified Serious Accident and Dangerous Occurrence Reports, the Specified Construction Work Site Checklist or the Specified Monthly Safety Statistics, then notwithstanding any other provision of this Agreement, the Authority shall not be required to make payments to the Contractor until the 7th day after the specified action has been carried out.

Provide and maintain a safe working environment, safe systems of work, and ensure that plant and/or substances at the Site are in a safe condition and without risk to health.

The Contractor must ensure that members of the general public at or near the Site are not exposed to risk to their health or safety arising from the conduct of the Contractor.

The Contractor must record all accidents to any employee or subcontractor employee.

The Contractor shall immediately notify Work Cover and the Authority of any serious accidents or dangerous occurrence. Then formally notify Work Cover in accordance with the Occupational Health & Safety Act (Notification of Accidents) Regulation, 1990, using the prescribed form and immediately supply any additional copy to the Authority.

If requested, the Contractor shall supply a written report to the Authority in the form directed.

Reports must include:

- (a) the cause of the incident and the events surrounding the incident;
- (b) the injured person(s), the extent of their injuries, the first aid carried out and the prognosis of their injuries;
- (c) proposed rehabilitation; and
- (d) measures taken to reduce recurrent injuries.

The lodgement of Reports does not reduce the Contractor's obligations to its employees or subcontractor's employees.

Immediately notify the Authority of any Prohibition and Improvement Notices (PINs) or on-the-spot fines issued by Work Cover. Provide the Authority with a copy of the PIN or fine notice and written details of the corrective action taken by the Contractor to rectify the OH&S non-conformance and to prevent recurrence.

2.8 GENERAL SITE SAFETY REQUIREMENTS

The Contractor must comply with all relevant statutory requirements and any regulations made under those statutes. The Contractor shall take all necessary precautions for the safety of all personnel engaged in work under the Agreement, the Authority and all other members of the public lawfully present on the Site.

The Site Safety Officer shall be on the Site during working hours and the Contractor shall provide the appointed person's name to the Authority.

the Authority will not direct or control the systems of work employed by the contractor to complete its contract. However, the Authority reserves the right to stop work in the event that any system of work is unsafe and the work shall not recommence under that system without independent expert certification as to its suitability.

In the event that work is stopped work as a result of a directive under this clause all costs relating thereto shall be born by the Contractor.

Safety on the Site shall include but not necessarily be limited to:

- (a) The protection from injury of the Contractor's personnel and sub-contractors, the Authority and employees of the Authority who are authorised to be on the Site, and any other person lawfully present on the Site;
- (b) The protection from damage of equipment or any party authorised to be on the Site;
- (c) The protection from damage of any vehicles and plant that pass through the Site including protection of their drivers/operators and passengers;
- (d) The prevention of road accidents including entry to or exit from the Site access roads by personnel authorised to be on the site;
- (e) The prevention of entry to the Site of unauthorised personnel;

- (f) The provision and wearing of safety protective clothing, footwear and equipment on the Site when required by law or otherwise necessary for safety and occupation health.

The Contractor shall be responsible for the establishment and maintenance of a safety induction-briefing program.

2.9 AWARENESS OF SAFETY REQUIREMENTS

The Contractor shall employ on the Site or on activities connected with the work under the Agreement only such persons as are careful, skilled and experienced in their respective trades and callings.

The Contractor shall ensure that all persons engaged in connection with the work under the Agreement are acquainted with and clearly understand all safety requirements so far as that person's particular duties are concerned.

If, in the opinion of the Authority, any person is guilty of misconduct, or is incompetent or negligent in the performance of their duties or for some other reason does not meet the requirements of the Agreement, the Authority may direct that that person be removed from the Site.

2.10 FIRST AID

The Contractor shall provide first aid staff and facilities that comply with statutory requirements. The Contractor shall be fully responsible for providing transport for injured work persons to hospital or other appropriate accommodation as and when required.

2.11 SAFETY PRECAUTIONS

The Contractor, Contractor's employees or subcontractors shall not create or leave unattended any potential hazards. Existing hazards must be addressed and immediately reported to the Authority.

All employees must wear AS/NZS compliant safety precaution footwear that is adequate for the work they are engaged in.

During plant operations or where applicable, employees must wear AS/NZS compliant Acoustics-Hearing Protectors.

During plant operations, or where applicable, employees must wear AS/NZS compliant eye protection..

2.12 NEEDLES AND SYRINGES

The Contractor shall ensure that all personnel are aware of the potential for needle stick injury and the subsequent risk of contracting HIV/AIDS and Hepatitis from discarded needles and syringes.

During the performance of the Services, particular care shall be exercised when working around hedges or shrubbery.

Discarded needles and syringes found during the performance of the Services shall be reported to the Authority immediately.

Personnel not trained in the work methods required for such work must not handle needles and syringes.

Protective gloves must be worn when collecting discarded needles or syringes.

Discarded needles and syringes must be placed in an approved sharps and contaminated waste container by the Contractor's authorised personnel.

The Contractor shall submit a written safe work method statement or procedure to the Authority prior to commencement of the Services, which describes how discarded needles and syringes will be managed. An

acceptable format for this Safe Work Method Statement is attached as Schedule 2.2.4.

2.13 PROTECTION OF PEOPLE AND PROPERTY

The Contractor shall remove, provide or maintain all things and take all measures necessary for the protection of persons and property. These shall include obstructions, equipment such as fencing, guards, hoardings, warning signs, lighting, safety clothing and any other apparatus deemed necessary by the Authority or by law for the safety and convenience of persons in the vicinity of the Service. All such equipment or apparatus shall be removed when no longer required. The Contractor shall avoid unnecessary interference with the passage of people, machinery and vehicles, and prevent nuisance and unreasonable noise and disturbance.

If the Contractor or the employees or agents of the Contractor damage property, including but not limited to public utilities and services and property on or adjacent to the Site, the Contractor shall promptly make good the damage and pay any compensation that the law requires the Contractor to pay.

If the Contractor fails to comply with an obligation under Clauses 20 and 21, the Authority may, in addition to any other remedy, perform the obligation on the Contractor's behalf and the cost incurred by the Authority shall be a debt due from the Contractor to the Authority.

2.14 URGENT PROTECTION

If urgent action is necessary to protect property on the Site, other property or people, and the Contractor fails to take the action, the Authority may take the necessary action. If the action was action that the Contractor should have taken at the Contractor's cost, the cost incurred by the Authority shall be a debt due from the Contractor.

If time permits, the Authority will give the Contractor prior written notice of the Authority's intention to take action under this clause.

2.15 SITE INDUCTION

Prior to commencement, the Contractor and all the Contractor's employees and subcontractors may be required to undergo a site induction training session conducted by the project manager or Principal's representative for the Site.

Additional or replacement employees engaged throughout the Contract term may also be required to undergo a site induction training session conducted by the project manager or Principal's representative for the Site.

2.16 SITE PROTOCOLS

The Contractor and all the Contractor's employees and subcontractors must adhere to all Site-wide safety and management procedures, processes and protocols (as notified by the Authority from time to time) while performing work at the Site. These procedures and protocols shall include, but not be limited to:

- (a) The wearing of reflective safety vests at all times while on the Site;
- (b) Adhering to site-speed limits.
- (c) Obtaining a Work Permit prior to commencing work on the Site (Application Form at Schedule 2.2.5).

2.17 ACCESS EXCLUSION PERIODS

From time to time, the Authority may impose access exclusion periods on some parts of the site during which the Contractor may be unable to enter such areas.

In such cases, the Authority will advise the Contractor of the extended exclusion period a minimum of 14 working days prior to that exclusion coming into effect.

3. ENVIRONMENTAL CONDITIONS

3.1 GENERAL

The Contractor must comply with the conditions in Preliminary Schedule 2.2.2, The Schedule of Environmental Requirements.

4. CONFIDENTIALITY

4.1 CONFIDENTIAL INFORMATION

Documents and the like, supplied by the Authority and marked or otherwise identified as confidential shall be regarded as confidential and shall not be disclosed to a

third party except with the prior agreement of the other party to the Contract.

The Contractor shall:

- (a) execute and submit to the Authority within 14 days of the Date of Acceptance of Tender the Authority Contractor / Supplier / Consultant Confidentiality Undertaking;
- (b) ensure that all employees of the Contractor that have access to the information described in each document are aware of their obligations under the terms of this document, including the prohibition of Ambush Marketing; and
- (c) ensure that each subcontractor, supplier and/or consultant to the Contractor executes and submits a copy of this document to the Authority.

- END OF AGREEMENT CONDITIONS -

SCHEDULE 2.2.1 CONFIDENTIALITY DOCUMENTS**THE AUTHORITY'S CONTRACTOR/SUPPLIER/CONSULTANT
CONFIDENTIALITY UNDERTAKING**

We the engaged Contractor/Supplier/Consultant body, undertake to treat as confidential all information received and/or generated from the Sydney Olympic Park Authority (the Authority) in respect of work performed by the Authority.

The Contractor/Supplier/Consultant hereby undertakes:

- a) To disclose information to its employees only on a need-to-know basis;
- b) Not to disclose information to any other person without first obtaining the written consent of the Authority;
- c) To ensure that its employees to whom information is disclosed will comply with (a) and (b) above.

This undertaking will not apply to information about the Authority which is in the public domain (except where the availability of the information in the public domain is due to any unauthorised disclosure by the Contractor/Supplier/Consultant, its employees or agents) or which was already known to the Contractor/Supplier/Consultant.

Any breach of this undertaking by the Contractor/Supplier/Consultant's employee or agent shall constitute a breach of this undertaking by the Contractor/Supplier/Consultant and at the direction of the Authority the Contractor/Supplier/Consultant shall institute proceedings or do whatever the Authority regards as reasonable to prevent or contain the breach.

The Contractor/Supplier/Consultant undertakes that on request from the Authority it shall forthwith return to the Authority all originals and copies of the confidential information, however embodied, supplied by the Authority and destroy all Documents containing or prepared using any confidential information however embodied.

The Contractor/Supplier/Consultant also undertakes to declare to the Authority any conflict of interests, which exists or arises during the course of its engagement, which may impinge on the objectivity, or probity of the work performed. Such declarations are to be made as soon as the conflict of interests' issues arises.

This undertaking shall remain in force until each part of the Confidential Information is released by the Authority into the public domain.

Dated:

SIGNED for and on behalf of:

(Print Company Name)

By:

(Print Name) (Signature)

in the presence of:

(Print Name) (Signature)

SCHEDULE 2.2.2

ENVIRONMENTAL REQUIREMENTS

SCHEDULE OF ENVIRONMENTAL REQUIREMENTS

No	Issue	Objectives	The Contractor must:-
CONSERVATION OF SPECIES			
1	Trees and plants	No damage to existing trees and plants	<input type="checkbox"/> Protect existing trees and plants from damage and not remove flora without approval from the Authority <input type="checkbox"/> Control pollution and wastes to avoid harm <input type="checkbox"/> Minimise the use of pesticides and herbicides and ensure minimal impact on the environment <input type="checkbox"/> Use site roads or approved access routes for vehicular and equipment access <input type="checkbox"/> Park all vehicles and equipment in designated or approved areas <input type="checkbox"/> Use approved access routes for all pedestrian and goods movements to vehicles, equipment, facilities and construction sites <input type="checkbox"/> Comply with the following contract specific requirements:
2	Birds, fish and animals	No harm to birds, fish and animals	<input type="checkbox"/> Not harm birds, fish and animals at and around the Site and not remove fauna from the Site without approval from the Authority <input type="checkbox"/> Comply with the following contract specific requirements:
3	Threatened species	Protection of threatened species in accordance with regulatory requirements	<input type="checkbox"/> Establish, in consultation with the Authority, if threatened species are present on the Site <input type="checkbox"/> Ensure all work is in accordance with regulatory requirements and any the Authority management plans for threatened species <input type="checkbox"/> Comply with the following contract specific requirements:
4	Pets, animals and weeds	No pets, animals or plant/weed species brought onto site	<input type="checkbox"/> Ensure all employees and sub-contractors are aware that pets, animals and plants must not be brought onto the Site without the written agreement of the Authority. <input type="checkbox"/> Comply with the following contract specific requirements:
CONSERVATION OF RESOURCES			
5	Materials used under contract	The minimisation of - 1. resource use 2. ozone depleting effects 3. detrimental effects on air, water, quality 4. toxic gas or vapour release	<input type="checkbox"/> Ensure PVC products are not used unless approved by the Authority <input type="checkbox"/> Not use peat moss <input type="checkbox"/> Minimise the use of imported topsoil <input type="checkbox"/> Use only timber from sustainable managed sources <input type="checkbox"/> Maximise the use of materials from a sustainable source, that are, and/or can be, recycled <input type="checkbox"/> Use low energy usage construction, fittings and appliances (including heating/cooling and lighting) <input type="checkbox"/> Use low potable water demand fittings and appliances (dual flush toilets, water conserving shower roses and taps)

No	Issue	Objectives	The Contractor must:-
			<input type="checkbox"/> Ensure packaging is minimised and recycled <input type="checkbox"/> Minimise the use of solvents, glues, paints and other materials which release odours or vapour <input type="checkbox"/> Comply with the following contract specific requirements:
6	Topsoil	Topsoil is reused	<input type="checkbox"/> Reuse all topsoil on the Authority sites <input type="checkbox"/> Comply with the following contract specific requirements:
POLLUTION CONTROL			
7	Vehicles and plant	Exhaust emissions and fuel or oil leaks minimised	<input type="checkbox"/> Not use vehicles or plant producing excessive emissions (no excessive emissions and no greater than 10 seconds of smoky exhaust in normal operation mode) <input type="checkbox"/> Not bring vehicles or plant with fuel or oil leaks to the Site <input type="checkbox"/> Comply with the following contract specific requirements:
8	Wash down of vehicles, plant and structures	Stormwater is not polluted by residues from wash down	<input type="checkbox"/> Wash down vehicles only in areas approved by the Authority for this purpose <input type="checkbox"/> Wash down buildings and other structures using protective devices such as filter cloth or hay bales to prevent materials entering stormwater <input type="checkbox"/> Comply with the following contract specific requirements:
9	Water Pollution	Erosion controlled	<input type="checkbox"/> install hay bales, silt fences and/or other sediment control devices prior to commencement of construction <input type="checkbox"/> Comply with the following contract specific requirements:
10	Soil contamination	Contamination is not disturbed or released to the environment	<input type="checkbox"/> Establish, in consultation with the Authority's Environment Branch, if contaminated soil is present at the site prior to commencing work at the site <input type="checkbox"/> Follow all instructions regarding the precautions required <input type="checkbox"/> Comply with the following contract specific requirements:
11	Noise	Noise impact on neighbours, occupants or users of facility minimised	<input type="checkbox"/> Ensure working hours are in accordance with the Development Application and Council requirements <input type="checkbox"/> Keep within EPA and Council noise limits <input type="checkbox"/> Keep equipment in good repair and condition <input type="checkbox"/> Use noise suppression equipment (eg. silencers on compressors) <input type="checkbox"/> Cooperate and coordinate with facility operator to ensure that noise has minimal impact on operations <input type="checkbox"/> Not expose workers and visitors to excessive noise <input type="checkbox"/> Comply with the following contract specific requirements:

No	Issue	Objectives	The Contractor must:-
		
12	Air Pollution	Dust and emissions minimised	<input type="checkbox"/> Minimise areas of exposed earth <input type="checkbox"/> Use water sprays and/or other means to control dust <input type="checkbox"/> Keep emissions within statutory or required limits <input type="checkbox"/> Comply with the following contract specific requirements:
13	Waste Disposal	Disposal of waste, including - <ul style="list-style-type: none"> • Packaging materials • Replaced or redundant parts or materials. • Chemicals • Oils and greases from machinery and cooking processes • Paints and solvents including the cleaning of equipment, tools and brushes • Cleaning materials and rags • Other waste, in accordance with statutory requirements 	<input type="checkbox"/> Ensure appropriate procedures are used for the disposal of all waste items. EITHER <input type="checkbox"/> Provide valid disposal certificates for each applicable item. OR <input type="checkbox"/> Provide company certification of appropriate disposal of the following: NOMINATE ITEMS <input type="checkbox"/> Comply with the following contract specific requirements:
14	Emergency and Incident Reporting	All environmental incidents are immediately reported to the Authority	<input type="checkbox"/> Immediately report all environmental incidents to the Authority <input type="checkbox"/> Comply with the following contract specific requirements:
15	Emergencies Incidents and Spills	Incidents and spills are contained, and damage to the environment is minimised and rectified with appropriate and approved emergency response procedures	<input type="checkbox"/> Ensure emergency procedures are used to manage all reasonably foreseeable harm, including spills and other environmental emergencies <input type="checkbox"/> Agree procedures to handle oil and chemicals with the Authority before placing on the Site <input type="checkbox"/> Document key contacts <input type="checkbox"/> Comply with the following contract specific requirements:
16	Compliance Audit	Compliance with the Authority environmental requirements and, where breaches are detected, rectification of defects	<input type="checkbox"/> Inspect the Site daily to ensure the appropriate environmental controls are in place and are operating effectively, and to ensure all environmental management requirements are being met <input type="checkbox"/> Cooperate with periodic environmental audits by others

No	Issue	Objectives	The Contractor must:-
		within the time period set in the audit process	<input type="checkbox"/> Rectify of any environmental breaches identified within the time frame specified in an audit or by the Authority <input type="checkbox"/> Comply with the following contract specific requirements:
RECORDS AND REPORTING			
17	Records	Sufficient documentation to demonstrate due diligence including - <ul style="list-style-type: none"> • Approved management plans • Training records • Valid disposal certificates and/or company certification of appropriate disposal as applicable • Correspondence with regulators including evidence that the cause of non-compliances have been fixed 	<input type="checkbox"/> Submit a separate contract specific EMP to the Authority prior to commencing work in accordance with the NSW Government Environmental Management System Guidelines <input type="checkbox"/> Update the contract specific EMP <input type="checkbox"/> Report on the implementation of the contract specific EMP <input type="checkbox"/> Submit Incident reports to the Authority and to regulators where required <input type="checkbox"/> Submit waste disposal certificates or certification of appropriate disposal to the Authority where applicable <input type="checkbox"/> Keep training records for inspection <input type="checkbox"/> Securely file all records using an effective document retrieval system <input type="checkbox"/> Comply with the following contract specific requirements::

SCHEDULE 2.2.3

MONTHLY SAFETY STATISTICS REPORT

MONTHLY OH&S REPORT – SAFETY STATISTICS – 2009-2010

Statistics must be in accordance with the definitions in AS 1885.1 – 1990

Only include occupational related injuries and diseases in item 1*Contract:** **SOPA 158 – Landscape (Gardens) Maintenance – Parklands****Contractor:****Designated Officer:**

	Safety Information	Jul 2009	Aug 2009	Sep 2009	Oct 2009	Nov 2009	Dec 2009	Jan 2010	Feb 2010	Mar 2010	Apr 2010	May 2010	Jun 2010	Total
1	Number of Lost-time injuries/diseases*													
2	Number of near-miss incidents													
3	Number of workers (Average)													
4	Number of working days lost													
5	Number of hours worked													
6	Improvement notices issued by Work Cover													
7	Prohibition notices issued by Work Cover													
8	Fines issued by Work Cover - \$50.00													
9	Fines issued by Work Cover - \$500.00													
10	Fines issued by Work Cover – other													
11	Other incidents e.g. injuries to the public													
12	Number of staff/work meetings at which OH&S issued were on the agenda or were discussed													
Signature:		Comments:												
Date:														
Distribution:														

SCHEDULE 2.2.4


SAFE WORK METHOD STATEMENT

SAFE WORK METHOD STATEMENT		
No :		
1. DESCRIPTION OF PROCESS / TASK		
2. Project:		
3. SOPA Manager:		
4. List injuries that have a possibility of occurring whilst this job is being done.		
5. List chemicals, solvents, fertilisers and other potentially hazardous substances that will be used. Attach Material Safety Data Sheets.		
6. Sequence of work.		
7. List the essential safe working aids and equipment.		
8. List instructions for safe working given to staff, including those steps to be taken to protect the site community, the public and others.		
9. Will other nearby works pose an assessable risk to staff? (For example, others who may be required to work overhead) Yes or No. (If yes, describe the situation)		
10. If risk identified at POINT 9, list the steps you have taken to reduce risk to site staff.		
11. List the names of persons you have given this form to.		

NOTE: PLEASE ATTACH ANY OTHER RELEVANT DOCUMENTATION THAT MAY APPLY, EG. SKETCH, LOCATION PLAN OR OTHER INFORMATION SUCH AS COPIES OF MATERIAL SAFETY DATA SHEETS (MSDS).

SCHEDULE 2.2.5

SOPA WORK PERMIT APPLICATION FORM

Work Permit Application Sydney Olympic Park Authority 7 Figtree Drive Sydney Olympic Park NSW 2127 Fax: (02) 9714 7922																				
<i>Applicant:</i>		<i>ABN:</i>		<i>Contact Name & Title:</i>																
(Must be a Company, individual, Gov't Dept. or Statutory Authority. Business / trading names alone are not acceptable).																				
<i>Postal Address</i>																				
<i>Phone:</i>		<i>Fax:</i>		<i>Mobile:</i>																
<i>Description of The Work to be performed:</i>																				
<i>Specific location of work</i> (the worksite):																				
<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;"><i>This is work for:</i></td> <td style="width: 35%;">Marketing & Corp Comms:</td> <td style="width: 15%;">Planning:</td> <td style="width: 20%;">Commercial Services</td> <td style="width: 15%;">Parklands</td> </tr> <tr> <td></td> <td>Asset Mgt.:</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Venue: (.....)</td> <td>Corp. Service:</td> <td>Other (.....)</td> <td></td> </tr> </table>						<i>This is work for:</i>	Marketing & Corp Comms:	Planning:	Commercial Services	Parklands		Asset Mgt.:					Venue: (.....)	Corp. Service:	Other (.....)	
<i>This is work for:</i>	Marketing & Corp Comms:	Planning:	Commercial Services	Parklands																
	Asset Mgt.:																			
	Venue: (.....)	Corp. Service:	Other (.....)																	
Rectification of an existing contract Contract No.:			Work by a Utility (not being work for SOPA Division)																	
SOPA Manager:			Contact No 																	
The questions overleaf must be answered and together with material attached hereto, form part of this application																				
<i>Proposed period of the Work:</i> From: am / pm on Date: To: am / pm on Date:																				
<i>Internal / Interim applications</i> (if The Work is to be carried out or controlled directly by SOPA)																				
Signed: (SOPA Manager) Position: Date:																				
<i>External Applications</i> If a Work Permit is approved, the Applicant agrees to:																				
1. Comply with the SOPA Work Permit Procedures and Conditions, 2. Accept that there are no pre-existing fault conditions at the Site or its surrounds unless noted in a Dilapidation Survey attached to this application. 3. Indemnify and keep indemnified, SOPA its officers, agents and contractors against all liability for death of or injury to persons or loss of or damage to property (including property of the Authority) and all actions, claims, demands, losses, damages, costs and expenses whatsoever arising in respect of the occupation or use of the location by the applicant or the carrying out The Work under this Work Permit, except to the extent to which such liability is caused by the negligence of SOPA, 4. Hold and maintain in force throughout Work, Public Liability Insurance for no less than twenty million dollars (\$20,000,000) or such other amount as may be specified by SOPA and extended to include the interests of SOPA. (Satisfactory proof of this insurance is to be provided with this Application). 5. Comply with the Occupational Health and Safety Act 2000 and the Occupational Health and Safety Regulation 2001, in particular with regard to the identification, assessment and management of safety hazards and the requirements of SOPA's OH&S Management System.																				
Signed: (for the Applicant) Position: Date:																				
Allow at least 7 calendar days to obtain all approvals and enable the issue of the Work Permit																				
SOPA Use only																				
Functional Area	Approval / comments	Functional Area	Approval / comments	Functional Area	Approval / comments															
Events & Ops. Support		Executive Mgr, Parklands & Environment		Planning & Urban Design																
Mgr. Site Presentation		Mgr. Environment. & Ecology		Traffic & Transport Mgr																
Commercial Services		Mgr. Parking, Commercial Services Branch		CADD Services																
<i>Recommendation by sponsoring SOPA Manager</i>																				
Application Recommended Not Recommended Comments:																				
Name: Position: Signature: Date:																				

Does the work include any of the following activities:				
The Work and activities it comprises	Tick for Yes	If Yes, are the following essential materials 1 attached? (Further information may be required).	Tick for Yes	Sighted and accepted by sponsoring SOPA Manager (Signature)
The Work or activities	✓	• Evidence of a risk assessment of the Work / worksite.		
	✓	• Satisfactory proof of current Public Liability insurance in the name of the applicant, extended to protect Sydney Olympic Park Authority (discuss with Risk Mgr. if less than \$20,000,000 cover is held)		
	✓	• Site-Specific Work Method Statements 2 unless advised otherwise		
Excavating land or digging a hole		• Comply with EPA approved procedures for Working at Remediated Landfill Sites (discuss any proposed penetration with Environmental Officer, Remediated Land – 9714 7424) 3		
Work In the Parklands		• Confirmation from the Dir. Parklands that The Work is consistent with the Plan of Management • Approval of a restricted Activity (if required) • Vehicle Management Plan for work requiring contractor vehicle access to non-road areas (see section 13 of the Work Permit procedure)		
Working at a height above 3 metres or an excavation more than 1.5 metres deep		• Evidence of compliance with WorkCover Codes of Practice		
Restricting access by vehicles or pedestrians		• Traffic Management Plan • Evidence of compliance with Sydney Olympic Park Access Guidelines		
Working on a road or adjacent to a road		• Traffic Management Plan		
Working with power, water, gas or other services		• Evidence of Utilities search • Ensure Work Method Statement covers potable/ recycled water issues incl. eliminating the possibility of cross-connection between potable and recycled water supplies		
Oversize vehicles or vehicles exceeding 3 tonnes entering Sydney Olympic Park		• Traffic Management Plan		
The use of vehicles or mobile plant (including cranes, forklifts) at the worksite		• Traffic Management Plan		
Potential to change, alter or damage the site		• Dilapidation Survey (if specified by the SOPA Manager)		
Fireworks		• Agreement to Comply with SOPA Fireworks Code of Practice		
Hot Work in a building, Parklands or other area where there is a risk of igniting something		• Hot Work Method Statement (see attached minimum requirements)		
The storage or use of hazardous materials		• MSDS and details of storage/ handling procedures for any hazardous chemicals or materials with pollution potential		
Working with or disturbing any material containing asbestos – including 'fibro'		• Compliance with WorkCover Asbestos Code of Practice		
Working in a confined space (as defined in the OH&S Regulation 2001)		• Compliance with SOPA's Confined Space Access Procedures		
Erection or installation of a stage, other structure or amusement rides		• Engineering certification • Evidence of compliance with Sydney Olympic Park Access Guidelines • Evidence of compliance with Approvals Regulations		
Demolition work		• Engineering Certificate • Traffic Management Plan • Environmental Plan 3		
The use of explosives		• Evidence of compliance with WorkCover Codes of Practice		
The use of an aircraft or aerial device		• Compliance with Sydney Olympic Park Policy on Helicopter operations • Air Operator's certificate (as required)		
NOTE: 1 Applications for a Work Permit cannot be processed if the appropriate essential materials are not attached, 2 See attached pro-forma work method statement and example, 3 Advice on environmental compliance and the production of EMP's can be obtained from the Manager, Environment & Ecology				

PRO-FORMA WORK METHOD STATEMENT		
The Work:		SOPA Manager:
Location:		
Description of Process / Tasks		

List Safety Hazards		

Sequence of Work		

List the essential safe working aids, equipment, qualifications &/or certificates required		

List Instructions for safe working given to workforce, including steps taken to safeguard public and others		

Will other nearby work or activity pose risk to contractor workforce? (If so, describe)		

If The Work is identified to pose risk to contractor workforce, what steps will be taken to reduce risk?		

List names of recipients of safe work method statements		

Note: Attach any other relevant documentation that may apply, e.g. sketches, location plan, or copies of relevant Material Safety Data Sheets (MSDS)

SCHEDULE 2.2.6**STATUTORY DECLARATION****STATUTORY DECLARATION**

Statutory Declaration, Oaths Act (NSW) Ninth Schedule

I, (full name of Declarant)
of (address)

do solemnly and sincerely declare that:

1. I am the representative of the Contractor:
(name of Contractor and ACN if applicable)

in the Office Bearer capacity of:
(position title of Declarant)

the said Contractor having a contract for:
(name of Contract)

with and I am in a position to know the facts attested to.
(name of Principal)

2. All employees who have at any time been engaged by the Contractor for work done under the Contract:
- (a) have been paid all remuneration and benefits payable for work done under the Contract which as at the date of this declaration are due and payable to them by the Contractor in respect of their employment on work under the Contract, and
 - (b) have otherwise had accrued all benefits to which they are entitled from the Contractor as at the date of this declaration in respect of their employment on work under the Contract pursuant to any award, enterprise agreement, act or regulation,

with the exception of the employees and the respective amounts unpaid or not accrued for each employee listed below:

<i>Employee</i>	<i>Amount unpaid or not accrued</i>
-----------------	-------------------------------------

.....	
.....	

3. All consultants, subcontractors and suppliers to the Contractor have been paid all moneys which at the date of this declaration are due and payable to them by the Contractor for the performance of work under the Contract (as applicable) and the supply of materials for use in work under the Contract, with the exception of the consultants, subcontractors and suppliers and the amounts unpaid to each as listed below:

<i>Consultant, Subcontractor or Supplier</i>	<i>Amount Unpaid</i>
--	----------------------

.....	
.....	

4. In all cases where a consultant, subcontractor or supplier to the Contractor has provided services and/or materials in respect of the Contract and has submitted a claim to the Contractor for these services or materials which as at the date of this statutory declaration would have been due and payable but which the Contractor disputes, the reason for such dispute have been notified in writing to the subcontractor or supplier by the Contractor prior to the date of this statutory declaration. Where such dispute relates to only part of the consultant, subcontractor or supplier's claim, that part of the claim not in dispute has been paid by the Contractor to the consultant, subcontractor or supplier as at the date of this statutory declaration except for the amounts listed in 3 above.
5. The Provisions of Clause AGREEMENT CONDITIONS – GENERAL MATTERS – SECURITY OF PAYMENT if included in the Contract have been complied with by the Contractor.
6. The Contractor has been informed by each consultant and subcontractor (except for subcontracts not exceeding \$25,000 at their commencement) by statutory declaration in equivalent terms to this declaration made no earlier than 14 days before the date of this declaration:
- (a) That their subcontracts with their subcontractors and suppliers comply with Clause AGREEMENT CONDITIONS – GENERAL MATTERS – SECURITY OF PAYMENT If included in the Contract, and

- (b) that all their employees, subcontractors and suppliers, as at the date of the making of such a declaration:
- have been paid all remuneration and benefits due and payable to them; and
 - had accrued to their account all benefits to which they are entitled from;
- (c) the consultant or sub-contractor of the Contractor or from any other subcontractor (except for subcontracts not exceeding \$25,000 at their commencement) in respect of any work carried out under the Contract; or
- (d) of details of any amounts due and payable or benefits due to be received or accrued described in 6(b) above which have not been paid, received or accrued,
- (e) except for the following consultants and subcontractors to the Contractor who have failed to provide such a declaration, and any unpaid amounts due or otherwise due to each from the Contractor for performance of work under the Contract.

*Subcontractor**Due Amount Unpaid*

.....

.....

7. Where a subcontractor to the Contractor has provided a declaration as in 6 above, and it includes unpaid amounts or benefits either not received or not accrued, details of the consultant or subcontractor, details of the affected employees, consultants, suppliers and subcontractors of the subcontractor, and the respective amounts or benefits either unpaid or not accrued are as follows:

*Employee, Subcontractor, or supplier**Amount Unpaid or Not Accrued*

.....

.....

8. In relation to the statutory declarations provided by each subcontractor to the Contractor, I am not aware of anything to the contrary of what is contained therein, and on the basis of the contents of those statutory declarations, I believe that information to be true

I make this solemn declaration, as to the matter aforesaid, according to the law in this behalf made, and subject to the punishment by law provided for any wilfully false statement in any such declaration.

Declared at: (Place)

On.....(Day).....(Month).....(Year).....
(Signature of Declarant)

before me:

.....
[Signature of person before whom the declaration was made]

.....
[Name of the person before whom the declaration is made]

.....
[Title* of the person before whom the declaration is made]

* The declaration shall be made before one of the following -

- where the declaration is sworn within the State of New South Wales:
 - (i) a justice of the peace of the State of New South Wales;
 - (ii) a solicitor of the Supreme Court of New South Wales with a current practicing certificate; or
 - (iii) a notary public.
- where the declaration is sworn in a place outside the State of New South Wales:
 - (i) a notary public; or
 - (ii) any person having authority to administer an oath in that place.

SCHEDULE 2.2.7**PERMANENT VARIATION REQUEST FORM**

Instructions: Shaded areas to be completed by the Principal.

PERMANENT VARIATION REQUEST		
Variation Request ID #:	Raised by (Principal's Representative): _____	Date submitted: ____ / ____ / ____
Variation Request title:	Signature: _____	Date Variation is to take effect: ____ / ____ / ____
Priority: <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low <input type="checkbox"/> Priority rationale:	Documents to be varied: <input type="checkbox"/> Contract <input type="checkbox"/> Price schedule <input type="checkbox"/> Other document: _____ <input type="checkbox"/> Procedure: _____	
Description of proposed variation:		
Business case for the variation:		
Benefit:	Risk:	Cost:
Implication of not making a Variation:		
Related Variation Requests (if applicable):		Information / background attachments:
Investigation / further work required:		
Approved for investigation (Y/N) Investigation assigned to: _____ Investigation due date: _____		Investigation results:
Variation resolution: Rejected Deferred – until ____ / ____ / ____ Approved:	Signatures: Name of Principal's Representative: _____ Signature: _____, Date: ____ / ____ / ____ Name of Contractor's Representative: _____ Signature: _____, Date: ____ / ____ / ____	
Description of approved Variation resolution (attached implementation schedule, if applicable):		

This form shall be governed by the terms and conditions of the Contract.

Nothing in this form varies the rights and obligations of the parties unless specifically identified.

VOLUME 2 – SECTION 3

LANDSCAPE (GARDEN) MAINTENANCE – PARKLANDS

The Services

Contents

1	GENERAL DESCRIPTION OF SERVICE OBJECTIVES, ACTIVITIES & OUTCOMES	3
1.1	General Service - Objectives	3
1.2	General Service - Activities	3
1.3	General Service - Outcomes.....	3
1.4	Exclusions	4
2	SCOPE OF SPECIFIC SERVICES ACTIVITIES & OUTCOMES	4
2.1	Directions to the Contractor	4
2.2	General.....	4
2.3	Landscape Treatments & Associated Tasks	5
2.4	Gardens and Forest Grids.....	6
2.5	Native Grasses.....	10
2.6	Trees	12
2.7	Mulch Replenishment.....	15
2.8	Replacement Planting	16
2.9	Pavements and Steps	17
2.10	Soil Testing, Ameliorating and Fertilising.....	18
2.11	Pest & Disease Control	20
2.12	Weed Control	20
2.13	Damage Repair, Alterations etc	22
2.14	Breakdown Maintenance.....	22
2.15	Fence Maintenance.....	23
2.16	Monitoring and Reporting.....	24
2.17	Scheduled Contractor Meetings.....	26
3	CONTRACT WORKMANSHIP	27
3.1	Compliance with Laws and Standards.....	27
3.2	Australian Standards	28
3.3	Trade Qualifications	28
3.4	Specialist Work.....	28
4	INTEGRATED PEST MANAGEMENT	28
4.1	Integrated Pest Management Strategy	28

4.2	Responsibilities	29
5	WASTE COLLECTION, TRANSPORT & DISPOSAL	34
6	SITE INFORMATION & ADMINISTRATION	35
6.1	General.....	35
6.2	Public Safety	36
6.3	Invoicing	36
6.4	SOPA Management Plans	36
6.5	Site Inductions and Restricted Access.....	36
6.6	Traffic Control.....	37
6.7	Amenities.....	37
6.8	Sydney Olympic Park Events.....	38
6.9	Site Access and Work Hours	38
6.10	Harvested and Recycled Water	38
6.11	Fauna Protection and Control	38
6.12	Supply of Labour, Materials and Equipment.....	39
7	CONTRACT PERFORMANCE MANAGEMENT.....	39
7.1	General.....	39
7.2	Forms	39
7.3	Rating System	41
7.4	Performance Management.....	41
7.5	Key Performance Indicator Criteria.....	42
8	GLOSSARY	44

1 GENERAL DESCRIPTION OF SERVICE OBJECTIVES, ACTIVITIES & OUTCOMES

Sydney Olympic Park Authority is committed to maintaining the Park precincts as a world-class facility ensuring that all aspects of its landscaped areas are maintained in an appropriate manner and to the highest standard.

1.1 General Service - Objectives	1.2 General Service - Activities	1.3 General Service - Outcomes
<p>A. To properly manage, maintain and improve the landscapes of Sydney Olympic Park;</p> <p>B. To provide the highest level of presentation standards commensurate of a world class precinct;</p> <p>C. To provide a safe environment for all users of the precinct;</p> <p>D. To provide a qualified, trained and motivated team to deliver the services required of the contract;</p> <p>E. To protect the sensitive environments and assets of Sydney Olympic Park;</p> <p>F. To comply with all applicable Acts, Regulations, Plans License and Laws plans relevant to the service activities performed in Sydney Olympic Park.</p>	<p>A. The Contractor shall provide and manage a suitably qualified, trained and resourced landscape services team to deliver the services including all necessary vehicles, materials, machinery and equipment for the provision of Landscape (Garden) Maintenance Services at Sydney Olympic Park.</p> <p>B. The Contractor shall provide and not be limited to the following general service activities of:</p> <ul style="list-style-type: none"> i. Work scheduling and work reporting to the (SOPA) Principal's Representative; ii. OH&S of its staff and park visitors by containing hazards and risks associated with their work activities on the site; iii. Containing hazards and risks associated with their work on the site that may cause environmental harm; iv. Landscape "best practice" maintenance activities of: <ul style="list-style-type: none"> a. Weed management; b. Mulching c. Fertilising and soil amelioration; d. Plant species maintenance; e. Pest and disease control; and f. Planting. v. Litter control; vi. Compliance with SOPA landscape presentation standards; vii. Compliance with specific SOPA regulations, plans, licences, guidelines and the like; viii. Reporting other matters on SOPA lands of a security, environmental and safety risk identified during delivery of the services, whether or not they are part of the services specified in this contract; ix. Assisting the public in a courteous manner with enquiries and directions. <p>C. These services are generally to be provided in daylight hours Monday to Friday between 6:00 a.m. and 6:00 p.m. except where the Principal's Representative has given prior approval at least 24 hours in advance for work to occur outside these hours.</p>	<p>A. Demonstrated work programming and resourcing to complete the specific service activities required throughout the contract term.</p> <p>B. Monthly reporting requirements completed satisfactorily and forwarded on time to the Principal's Representative.</p> <p>C. Nil OH&S incidents to park users associated with services performed by the Contractor.</p> <p>D. Nil incidents of damage and or environmental harm associated with services performed by the Contractor.</p> <p>E. Works performed meet the specific service activity outcomes and presentation standards.</p> <p>F. Nil breaches of compliance with specific environmental management plans and licences.</p> <p>G. Services performed are within acceptable limits of the SOPA audit regime.</p> <p>H. Nil validated complaints from the general public associated with services performed by the Contractor.</p>

1.4 Exclusions

- a. The Contractor shall note that the following works do not form part of the Scope of Work under this Contract and that the Authority has entered into separate maintenance service contracts with others:
 - i. Turf maintenance;
 - ii. Stump grinding;
 - iii. Maintenance of Urban Elements (park furniture, structures and fittings);
 - iv. Pavement repairs and maintenance;
 - v. Irrigation system operation, adjustment, programming, on-site testing, maintenance and repair;
 - vi. Playground or playground soft-fall maintenance (except for removal of debris);
 - vii. Natural area maintenance; and
 - viii. Aerial (non ground-based) tree work.
- b. From time-to-time, the Contractor shall liaise with the service providers for the above works to ensure programmed and non-programmed works are carried out efficiently and effectively.

2 SCOPE OF SPECIFIC SERVICES ACTIVITIES & OUTCOMES

2.1 Directions to the Contractor

Directions, instructions and the like given in this Specification, whether or not they include the expression "The Contractor must", "The Contractor shall" or equivalent, shall be deemed to be given to and accepted by the Contractor, unless otherwise stated in the Contract.

2.2 General

Specific Service Activities

- a. The Contractor shall be responsible for garden and tree maintenance work in all of the following Sydney Olympic Park precincts:

i. Wilson Park	viii. Haslam's Reach
ii. Blaxland Riverside Park	ix. Archery Centre
iii. Newington Armory	x. Wentworth Common
iv. Woo-la-ra	xi. Kronos Hill
v. Parklands Junction	xii. Brickpit
vi. Narawang Wetlands	xiii. Badu Mangroves
vii. Haslam's Creek Flats	xiv. Bicentennial Park
- a. This contract does not include maintenance of turf within any precinct (except within the Silent Hearts Garden in Bicentennial Park) unless specifically stated otherwise in The Services.
- b. The Contractor shall note that:
 - i. Plans of the above precincts showing the location and extent of each precinct are included at Appendix 1.
 - ii. Each Precinct is divided into various landscape presentation zones to indicate the required maintenance standard for each landscape element within it.
 - iii. The Contractor must perform different tasks for each landscape element to achieve and maintain the required standard across the whole precinct.
 - iv. The range of works and services to be provided across the Site will vary from precinct to precinct depending on the elements present, the nature of visitor use and the Authority's objectives for each

Specific Service Activities

area.

- c. As the Contractor undertakes the works required under the Contract, the Contractor must assist the Authority in achieving its objectives, where possible, without carrying out additional works.

2.3 Landscape Treatments & Associated Tasks

Specific Service Activities		Specific Service Outcomes
2.3.1. The Contractor shall note that the following landscape elements and associated tasks do form part of the Contract and may exist within any Precinct:		
Landscape Element	Applicable Tasks	
a. Gardens	i. Pruning ii. Fertilising / Conditioning iii. Replacement & supplementary planting iv. Mulch replenishment v. Watering vi. Pest, disease and weed management vii. Litter and waste management.	i. No weeds; ii. No dead plants; iii. Vigorous plant growth; iv. No plant pests or diseases; v. No litter; vi. No bare patches; vii. Neat edges;
b. Native Grasses	i. Pruning ii. Fertilising / Conditioning iii. Replacement & supplementary planting iv. Mulch replenishment v. Watering vi. Pest, disease and weed management vii. Litter and waste management.	viii. Evenly spread and contained mulch; ix. No soil or plant material remaining on hard surfaces after maintenance operations;
c. Trees	i. Pruning (all trees) and removal ii. Fertilising / Conditioning iii. Replacement & supplementary planting iv. Mulch replenishment – all trees v. Watering vi. Pest, disease and weed management vii. Stake & ties – installation / adjustment / removal.	x. Appropriate disposal of green waste; xi. No damage to turf; xii. No damage to sensitive environments covered by specific management plans e.g. Frog Management Plan;
d. Pavements & Steps	i. Weed management ii. Removal of gravel, granite, mulch, leaves, other litter and landscape materials from all paths, roads, hard pavement areas and open drainage swales.	xiii. No harm to public.
e. Bridges, abutments, retaining walls etc	i. Weed management ii. Removal of gravel, granite, mulch, leaves and other litter and landscape materials iii. Removal of granite, mulch, leaves, other litter and landscape materials from bridges, retaining walls and open drainage swales.	xiv. Contractor fully conversant with contract requirements.
f. Turf Maintenance (Silent Hearts Garden only)	i. Grass cutting ii. Edging / trimming iii. Aeration / renovation iv. Pest Management v. Fertilising vi. Top-dressing vii. Litter collection viii. Waste management	

2.4 Gardens and Forest Grids

Specific Service Activities	Specific Service Outcomes
<p>2.4.1 Pruning / Removal</p> <p>a. The Contractor shall:</p> <ul style="list-style-type: none"> i. Prune vegetation where it obstructs signage, sight lines (for pedestrians, bicycles and vehicles), and access along roads or paths including head clearance to adequately clear the obstruction. Prune shrubs and groundcover plants in accordance with their natural form and habit to promote compact growth and vigour; ii. Remove dead and/or dying branches by severing dead sections at the branch collar without damaging the remaining stem; iii. Prune flowering plants to remove spent flower spikes as close to their original growth point as possible following senescence of the flower (e.g. Gyneria Lily, Agapanthus, Crinum, Acanthus); iv. Unless directed otherwise by the Principals' Representative, prune up to 30% of new growth from native flowering shrubs following the peak flowering season. Avoid cutting older stems; v. Prune trees and shrubs to remove crossing / rubbing branches and to generally promote proper plant form; vi. Remove all dead plants from gardens and dispose of at an approved green waste recycling facility; and vii. Record the species, number, location and cause of death of plants removed in the monthly progress reports. 	<ul style="list-style-type: none"> 1. Clear sight lines; 2. No dead branches; 3. No spent flower heads; 4. Vigorous plant growth; 5. No crossing branches; 6. No dead plants; 7. Accurate records;
<p>2.4.2 Fertilising and Conditioning</p> <p>a. The Contractor shall undertake fertilising and conditioning in compliance with The Services Clause 2.10– Soil Testing, Ameliorating and Fertilising.</p>	<ul style="list-style-type: none"> 1. Vigorous plant growth;
<p>2.4.3 Replacement & Supplementary Planting</p> <p>a. The Contractor shall:</p> <ul style="list-style-type: none"> i. Undertake replacement and supplementary planting works in compliance with The Services Clause 2.8 – Replacement Planting. 	<ul style="list-style-type: none"> 1. No dead plants; 2. No bare patches;
<p>2.4.4 Silent Hearts Garden – Specific Requirements</p> <p>a. In addition to all requirements of 2.4.1 above, the Contractor shall undertake the following specific works throughout the Silent Hearts Garden within Bicentennial Park:</p> <p>Weekly Turf maintenance:</p> <ul style="list-style-type: none"> i. Remove by hand all weeds from turf plots; ii. Using vertical blade edging machine, edge external garden perimeter and two internal turf plots iii. Trim corners of turf plots by hand iv. Push-mow (with grass catcher) internal turf plots to a height of 40mm, alternating mowing direction each week <p>Weekly Horticultural maintenance:</p> <ul style="list-style-type: none"> i. During routine maintenance, do not disturb the many bulbs throughout the gardens (Bulbs include Narcissus sp., Freesia, Iris); ii. Maintain the <i>Murraya paniculata</i> hedge in a trapezoidal shape at a height of 2 metres with a flat (horizontal) top; iii. Maintain a clear 300 mm wide line between the perennials and the 	<ul style="list-style-type: none"> 1. No weeds; 2. Neatly trimmed edges; 3. No long grass; 4. Vigorous plant growth; 5. Neatly trimmed hedges; 6. No weeds; 7. No pests or diseases

Specific Service Activities	Specific Service Outcomes
<p>hedge to facilitate maintenance access to the hedge;</p> <ul style="list-style-type: none"> iv. Remove weeds from all garden beds by hand only; v. Inspect all plants for pest/disease infestations and treat as required; vi. Inspect all plants for any deficiencies or poor/sickly growth and treat as required; vii. Dispose of all diseased plant material; viii. Remove dead / dying plant material; ix. Corrective prune broken / damaged branches from trees and shrubs; x. Corrective prune herbaceous plant material; xi. Edge/border plants to be trimmed to hard edge and maintained in rounded or natural habit; xii. Remove spent flowers; xiii. Remove self seeded and overcrowding plants; xiv. Ensure garden mulch and plants are bounded by the internal metal garden edge, and that only crushed granite is on the pathways; xv. Remove and dispose of all weeds, litter and debris from garden beds and surrounds; xvi. Rake level all crushed granite pathways; xvii. Blow / sweep mulch and debris from all pathways and hard surfaces; xviii. Spot spray weeds in all pathways and hard surfaces. <p>Seasonal Tasks:</p> <ul style="list-style-type: none"> i. Cut back herbaceous plants after flowering; ii. Prune centre-piece roses annually in July/August; iii. Cultivate and condition garden beds; iv. Lift bulbs and divide as required; v. Maintain mulch at 75 mm depth; vi. Top up and level crushed granite pathways as required; vii. Undertake supplementary planting as directed by the Principal's Representative; viii. Renovate turf as directed by the Principal's Representative. <p>b. The Contractor shall use only clean and sharp secateurs and equipment for pruning at all times.</p>	<ul style="list-style-type: none"> 8. Vigorous plant growth; 9. No dead plants; 10. No diseased material; 11. No damaged branches; 12. No damaged plants; 13. Neat garden edges; 14. No spent flower heads; 15. No over-crowding; 16. Neat garden edges; 17. No litter on paths; 18. No waste on-site; 19. Neat, level granite paths; 20. No litter; 21. No weeds 22. Vigorous plant growth; 23. Correct rose pruning technique; 24. High nutrient levels; 25. No over-crowding; 26. 75 mm mulch depth; 27. Neat, level granite paths; 28. No bare patches; 29. Vigorous turf. 30. No damaged plants.
<p>2.4.5 Mulch Replenishment</p> <p>a. The Contractor shall:</p> <ul style="list-style-type: none"> i. Replenish mulch in all garden areas, forest grids and mulched tree surrounds annually during July to September in compliance with The Services Clause 2.7 – Mulch Replenishment to achieve / maintain a mulch depth of 75 to 100 mm. ii. In addition to Clause 2.4.5 a. above, replenish mulch in all garden areas, forest grids and mulched tree surrounds during October to June in compliance with The Services Clause 2.7 – Mulch Replenishment to maintain mulch at 75 to 100 mm depth. 	<ul style="list-style-type: none"> 1. No bare soil; 2. Mulch at least 75 mm depth; 3. Evenly spread and contained mulch;
<p>2.4.6 Watering</p> <p>a. When directed by the Principal's Representative, the Contractor shall:</p> <ul style="list-style-type: none"> i. Undertake supplementary watering of existing garden areas according to the approved Schedule of Rates where the automatic irrigation system has failed, is inadequate or does not exist; ii. Apply water to replacement or supplementary plantings in accordance with The Services – Clause 2.8 – Replacement 	<ul style="list-style-type: none"> 1. No water-stressed plants; 2. No dead plants; 3. Vigorous plant growth;

Specific Service Activities				Specific Service Outcomes
Planting.				
2.4.7 Pest, disease and weed management a. The Contractor shall manage pests and diseases in all garden areas and forest grids in full compliance with: <ol style="list-style-type: none"> The Services Clause 3.3.12 (Pest & Disease Control); The Services Clause 4 (Integrated Pest Management); and The Services Appendix 5 (the SOPA Pesticide Use Notification Plan). b. The Contractor shall manage weeds in all garden areas, forest grids and tree surrounds in full compliance with: <ol style="list-style-type: none"> The Services Clause 2.12 (Weed Control); The Services Clause 4 (Integrated Pest Management); and The Services Appendix 5 (the SOPA Pesticide Use Notification Plan). 				<ol style="list-style-type: none"> No plant pests or diseases; No breaches of legislation No damage to sensitive environments covered by specific management plans e.g. Frog Management Plan; No weeds; No breaches of legislation No damage to sensitive environments covered by specific management plans e.g. Frog Management Plan; No harm to public.
2.4.8 Litter and Waste Management a. The Contractor shall: <ol style="list-style-type: none"> Remove any litter or excess leaf build-up in gardens upon daily commencement of garden maintenance operations; Remove all vegetative waste generated through landscape maintenance activities from the site and dispose of at an approved green waste recycling facility. 				<ol style="list-style-type: none"> No litter; No soil or plant material remaining on hard surfaces after maintenance activities; Appropriate disposal of green waste.
2.4.9 Garden Categories (as noted on Precinct Drawings in Appendix 1) a. The Contractor shall maintain the gardens within the Contract area according to the following Presentation Standards at all times:				<ol style="list-style-type: none"> Contractor fully conversant with contract requirements
Description / Code	G1	G2	G3	
Presentation Standard	Premium	High	Moderate	
Maintenance Regime	Intense (Premium)	High	Moderate	
Service Intervals	High	Moderate	Low	
Uniform & vigorous plant growth	Yes	Yes	N/A	
Weed/Pest/Disease	<2%	<5%	<10%	
Colouring	Uniform green	Uniform green	Not applicable	
Irrigation	Fully irrigated	Irrigated	Irrigated if required	
Vegetation Cover	90%+	90%+	70%+	
Repairs	Initiated within 24 hours of reporting	Initiated within 24 hours of reporting	Initiated within 1 week of reporting	
Mulch Cover	Maintained at 75mm	Maintained at 75mm	Maintained at 75mm	
Other Issues	Specialised horticultural practices	N/A	N/A	

2.5 Native Grasses

Specific Service Activities	Specific Service Outcomes														
<p>2.5.1 Pruning</p> <p>a. The Contractor shall:</p> <ol style="list-style-type: none"> Maintain native grasses in accordance with the Landscape Presentation Standards and at heights that do not impair driver vision or sight lines at road intersections, driveways or the like. Only prune native grasses at other locations if instructed or authorised in advance by the Principal's Representative. When required to do so, cut grasses at the heights specified in the following table: <table border="1"> <thead> <tr> <th>Grass Species</th><th>Height</th></tr> </thead> <tbody> <tr> <td>Kangaroo Grass (<i>Themeda</i> species)</td><td>150-200mm</td></tr> <tr> <td>Wallaby Grass (<i>Danthonia</i> species)</td><td>100mm</td></tr> <tr> <td>Fountain Grass (<i>Pennisetum</i> species)</td><td>200-300mm</td></tr> <tr> <td>Tussock Grass (<i>Poa</i> species)</td><td>150-200mm</td></tr> <tr> <td>Lavender Grass (<i>Elvera</i> species)</td><td>150-200mm</td></tr> <tr> <td>Other species</td><td>As directed</td></tr> </tbody> </table> <ol style="list-style-type: none"> Remove less than 75% of the plant during pruning or brush-cutting without damaging the crown of the plant. Remove clippings from the crown of the plant. Where possible, use residual vegetation (clippings) as mulch around the plants cut during pruning operations. Where residual vegetation is not usable, remove it from the site and dispose of it at an approved location. Remove grass clippings from pavements, lawns and other non-garden surfaces immediately following each cut. 	Grass Species	Height	Kangaroo Grass (<i>Themeda</i> species)	150-200mm	Wallaby Grass (<i>Danthonia</i> species)	100mm	Fountain Grass (<i>Pennisetum</i> species)	200-300mm	Tussock Grass (<i>Poa</i> species)	150-200mm	Lavender Grass (<i>Elvera</i> species)	150-200mm	Other species	As directed	<ol style="list-style-type: none"> Clear sight lines; No unnecessary pruning; No over-pruning; Vigorous plant growth No over-pruning Vigorous plant growth; Evenly spread and contained mulch; Appropriate disposal of green waste; No soil or plant material remaining on hard surfaces after maintenance activities.
Grass Species	Height														
Kangaroo Grass (<i>Themeda</i> species)	150-200mm														
Wallaby Grass (<i>Danthonia</i> species)	100mm														
Fountain Grass (<i>Pennisetum</i> species)	200-300mm														
Tussock Grass (<i>Poa</i> species)	150-200mm														
Lavender Grass (<i>Elvera</i> species)	150-200mm														
Other species	As directed														
<p>2.5.2 Fertilising / Conditioning</p> <p>a. The Contractor shall:</p> <ol style="list-style-type: none"> Undertake fertilising and conditioning in compliance with The Services Clause 2.10 – Soil Testing, Ameliorating and Fertilising. 	<ol style="list-style-type: none"> Vigorous plant growth; 														
<p>2.5.3 Replacement & Supplementary Planting</p> <p>a. The Contractor shall:</p> <ol style="list-style-type: none"> Undertake replacement and supplementary planting works in compliance with The Services Clause 2.8 – Replacement Planting. 	<ol style="list-style-type: none"> No dead plants; No bare patches; 														

Specific Service Activities	Specific Service Outcomes
<p>2.5.4 Mulch Replenishment</p> <p>a. The Principal will supply all mulch unless the Principal's Representative approves alternative arrangements in advance.</p> <p>b. The Contractor shall:</p> <ul style="list-style-type: none"> i. Replenish mulch in all native grass areas annually during July to September in compliance with The Services Clause 2.7 – Mulch Replenishment to achieve / maintain a mulch depth of 75 to 100 mm. ii. In addition to Clause 2.5.4 a. above, replenish mulch in all native grass areas during October to June in compliance with The Services Clause 2.7 – Mulch Replenishment to maintain mulch at 75 to 100 mm depth. 	<ul style="list-style-type: none"> 1. No bare soil; 2. Mulch at least 75 mm depth; 3. Evenly spread and contained mulch;
<p>2.5.5 Watering</p> <p>a. The Contractor shall:</p> <ul style="list-style-type: none"> i. Undertake supplementary watering of existing native grass areas where the automatic irrigation system has failed, is inadequate or does not exist; ii. Apply water to replacement or supplementary plantings in accordance with The Services – Clause 2.8 – Replacement Planting. 	<ul style="list-style-type: none"> 1. No dead plants; 2. Vigorous plant growth; 3. No water-stressed plants;
<p>2.5.6 Pest and Disease Management</p> <p>a. The Contractor shall manage pests and diseases in full compliance with:</p> <ul style="list-style-type: none"> i. The Services Clause 2.12 (Pest & Disease Control); ii. The Services Clause 4 (Integrated Pest Management); and iii. The Services Appendix 5 (the SOPA Pesticide Use Notification Plan). <p>2.5.7 Weed Management</p> <p>a. The Contractor shall manage weeds in full compliance with:</p> <ul style="list-style-type: none"> i. The Services Clause 2.12 (Weed Control); ii. The Services Clause 4 (Integrated Pest Management); and iii. The Services Appendix 5 (the SOPA Pesticide Use Notification Plan). 	<ul style="list-style-type: none"> 1. No plant pests or diseases; 2. No breaches of legislation 3. No damage to sensitive environments covered by specific management plans e.g. Frog Management Plan; 4. No weeds; 5. No breaches of legislation 6. No damage to sensitive environments covered by specific management plans; 7. No harm to public.
<p>2.5.8 Litter and Waste Management</p> <p>a. The Contractor shall:</p> <ul style="list-style-type: none"> i. Remove any litter or excess leaf build-up in native grass areas upon daily commencement of garden maintenance operations; ii. Remove all vegetative waste generated through landscape maintenance activities from the site and dispose of at an approved green waste recycling facility. 	<ul style="list-style-type: none"> 1. No litter; 2. No soil or plant material remaining on hard surfaces after maintenance operations; 3. Appropriate disposal of green waste;

Specific Service Activities			Specific Service Outcomes
2.5.9 Native Grass Categories (as noted on Precinct Drawings in Appendix 1) a. The Contractor shall maintain the native grasses within the Contract area according to the following Presentation Standards at all times:			1. Contractor fully conversant with contract requirements No plant pests or diseases
Description / Code	NG1	NG2	
Presentation Standard	High	Moderate	
Maintenance Regime	Moderate	Low	
Service Intervals	Moderate	Moderate	
Sight Lines	Maintain	Maintain	
Cutting Height	As per table	As per table	
Mulch Levels	Maintained at 75mm	Maintained at 75mm	
Coverage	>90% when established	>90% when established	
Irrigation	Fully irrigated	Not all irrigated	
Weed/Pest/Disease	<2% affected	<5% affected	
Repairs	Initiated within 1 week of reporting	As part of routine maintenance	

2.6 Trees

Specific Service Activities			Specific Service Outcomes
2.6.1 Pruning and Removal a. The Contractor shall undertake ground-based pruning of trees in accordance with Australian Standard AS 4373-1996 – The Pruning of Amenity Trees for: <ol style="list-style-type: none"> Pedestrian, bicycle lane and light clearance; Removal of dead or diseased plant parts; Removal of mistletoe, bag moth or other pests and parasites; Improvement of vehicle driver, pedestrian and cyclist sight lines; Site, visitor or resident security reasons; Signage clearance when and where specifically directed by the Principal's Representative; or As otherwise directed by the Principal's Representative. b. The Contractor shall remove fallen branches of any size, except for palm fronds, and relocate them to an on-site location nominated by the Principal's Representative for mulching by other contractors. c. The Contractor shall remove fallen or pruned palm fronds from the site and dispose of them at an approved green waste recycling facility. d. The Contractor shall: <ol style="list-style-type: none"> Remove dead, diseased or mal-formed trees, including the root-ball; Record the species name, location and reason for removing the tree in the monthly Contractors Report (The Services – Clause 2.16 – Monitoring and Reporting). Investigate and report to the Principal's Representative any 			<ol style="list-style-type: none"> No obstructions to paths or lights; No dead trees or branches; No plant pests or diseases; No security issues; Signage not obstructed No fallen branches present; No fallen palm fronds present; No dead, diseased or mal-formed trees; Accurate records kept;

Specific Service Activities	Specific Service Outcomes
<p>unfavourable growing conditions that may have contributed to plant failure or poor performance.</p> <p>iv. Include recommendations for rectifying unfavourable site conditions in the report</p>	<p>10. Vigorous plant growth;</p> <p>11. Vigorous plant growth;</p>
<p>2.6.2 Fertilising / Conditioning</p> <p>a. The Contractor shall:</p> <p>i. Fertilise and condition trees in compliance with The Services Clause 2.10– Soil Testing, Ameliorating and Fertilising.</p>	<p>1. Vigorous plant growth;</p>
<p>2.6.3 Replacement & Supplementary Planting</p> <p>a. The Contractor shall:</p> <p>i. Supply and install new, replacement or supplementary trees of sizes, species and in locations specified by the Principal's Representative in compliance with The Services Clause 2.8 – Replacement Planting.</p> <p>ii. Supply and install a tree guard of a type approved by the Principal's Representative when installing new or replacement trees of 200mm container size or less.</p>	<p>1. No missing trees;</p> <p>2. No bare patches;</p> <p>3. No unprotected young trees;</p>
<p>2.6.4 Mulch Replenishment</p> <p>a. The Principal will supply all mulch unless the Principal's Representative approves alternative arrangements in advance.</p> <p>b. The Contractor shall:</p> <p>i. Annually during July to September, replenish mulch to an even depth of 75mm and a radius of 500mm from the stem or trunk of <u>all</u> trees of any height in <u>all</u> turf areas or, in the case of mature or grouped trees, to the extent of the mulched area in which such trees are planted, in compliance with The Services – Clause 2.7 – Mulch Replenishment to achieve / maintain a mulch depth of 75 to 100 mm.</p> <p>ii. In addition to Clause 3.6.4.b.i. above, replenish mulch in all mulched tree surrounds during October to June in compliance with The Services Clause 2.7 – Mulch Replenishment to maintain mulch at 75 to 100 mm depth.</p>	<p>1. No bare soil;</p> <p>2. Mulch at least 75 mm thick;</p> <p>3. Evenly spread and contained mulch;</p>
<p>2.6.5 Watering</p> <p>a. The Contractor shall:</p> <p>i. Apply water to replacement or supplementary plantings in accordance with The Services – Clause 2.8 – Replacement Planting.</p>	<p>1. No dead plants;</p> <p>2. Vigorous plant growth;</p> <p>3. No water-stressed plants;</p>
<p>2.6.6 Pest and Disease Management</p> <p>a. The Contractor shall manage pests and diseases in full compliance with:</p> <p>i. The Services Clause 2.12 (Pest & Disease Control);</p> <p>ii. The Services Clause 4 (Integrated Pest Management); and</p> <p>iii. The Services Appendix 5 (the SOPA Pesticide Use Notification Plan).</p>	<p>1. No plant pests or diseases;</p> <p>2. No breaches of legislation</p> <p>3. No damage to sensitive environments covered by specific management plans e.g. Frog Management Plan.</p>
<p>2.6.7 Weed Management</p>	

Specific Service Activities	Specific Service Outcomes
<p>a. The Contractor shall manage weeds in full compliance with:</p> <ul style="list-style-type: none"> i. The Services Clause 2.12 (Weed Control); ii. The Services Clause 4 (Integrated Pest Management); and iii. The Services Appendix 5 (the SOPA Pesticide Use Notification Plan). <p>b. The Contractor shall control weed species and turf grass around tree trunks in lawn areas for a maximum distance of 500mm radius from the trunk of the tree or, in the case of mature or grouped trees, to the extent of the mulched area around these trees.</p>	<ul style="list-style-type: none"> 1. No weeds; 2. No breaches of legislation 3. No damage to sensitive environments covered by specific management plans e.g. Frog Management Plan; 4. No harm to public. 5. No weeds or turf within 500 mm of tree trunks.
<p>2.6.8 Stakes & ties – installation / adjustment / removal</p> <p>a. When installing new trees of 200mm container size or greater, or when directed by the Principal's Representative, the Contractor shall:</p> <ul style="list-style-type: none"> i. Install two 50 x 50 x 1800mm hardwood stakes and two 50mm wide Hessian ties per tree to provide adequate support; ii. Place the stakes and ties in locations that do not damage the tree but do allow restricted movement. iii. Install the Hessian ties in a figure-eight configuration. <p>b. The Contractor shall:</p> <ul style="list-style-type: none"> i. Remove stakes and ties when the tree is stable and there is no visible movement in the root crown area when the tree is swayed back and forth by hand or within six months of the tree being planted or the stakes being installed, whichever occurs first; ii. Adjust stakes and ties to ensure that they do not damage tree trunks or branches; iii. Remove and replace worn or damaged stakes and ties, or straighten stakes as required; iv. Remove and dispose of the tree guards six months from the tree being planted or when directed by the Principal's Representative, whichever occurs first. 	<ul style="list-style-type: none"> 1. No unstable trees; 2. No damaged trees; 3. No superfluous stakes & ties; 4. No damaged trees; 5. Stakes & ties support tree correctly; 6. No superfluous stakes and ties;
<p>2.6.9 Litter and Waste Management</p> <p>a. The Contractor shall:</p> <ul style="list-style-type: none"> i. Remove any litter or excess leaf build-up in tree planting areas upon daily commencement of garden maintenance operations; ii. Transport branches greater than 75mm diameter at the base and over 2 metres long to an on-site location nominated by the Principal's Representative for mulching by others. iii. Remove all other vegetative waste generated through landscape maintenance activities from the site and dispose of at an approved green waste recycling facility. 	<ul style="list-style-type: none"> 1. No litter; 2. No soil or plant material remaining on hard surfaces after maintenance operations; 3. Appropriate disposal of green waste;

Specific Service Activities	Specific Service Outcomes
<p>2.6.10 Tree Categories (as noted on Precinct Drawings in Appendix 1)</p> <p>a. The Contractor shall maintain the trees within the Contract area according to the following Presentation Standards at all times:</p>	<ul style="list-style-type: none"> 1. Contractor fully conversant with contract requirements No plant pests or diseases

Specific Service Activities					Specific Service Outcomes
Description / Code	T1	T2	T3	T4	
Presentation Standard	Premium	High	Moderate	Natural	
Maintenance Regime	Intense (Premium)	High	Moderate	Natural	
Irrigation	Fully Irrigated	N/A	N/A		
Nutrient Levels	High	N/A	N/A	N/A	
Dead wood	<2%	<5%	<10%	<50%	
Pest/ Disease	<2%	<5%	<10%	Natural	
Even colour & vigour for species	Yes	Yes	Yes	N/A	
Mulch cover	Maintain at 75mm	Maintain at 75mm	Maintain at 75mm if present	N/A	
Repairs	Initiated within 24 hours of reporting		Initiated within 1 week of reporting		
Safety	Pedestrian, bicycle and vehicle clearance			Vehicle clearance near access ways	
Tree Grates	Flush to adjacent surfaces, trunk not inhibited		N/A	N/A	
Vegetation cover to gardens under tree canopy	90%+		80%+	N/A	

2.7 Mulch Replenishment

Specific Service Activities	Specific Service Outcomes
<p>a. The Principal will supply all mulch, unless the Principal's Representative approves alternative arrangements for specific projects.</p> <p>b. The Contractor shall:</p> <ul style="list-style-type: none"> i. Replace all mulch that has been washed out, blown out or displaced for any reason; ii. Remove or otherwise control all weeds in the area to be mulched prior to replenishing mulch; iii. Replenish mulch to an even depth of 75mm and flush with adjacent landscape elements or surfaces; iv. Remove mulch from non-target areas following completion of mulching operations; v. Co-ordinate mulch deliveries and meet mulch delivery vehicles at specified locations and direct them to the required delivery site; vi. Forward delivery dockets from mulch or other material suppliers to the Principal's Representative within 1 week of mulch delivery; and vii. Repair all damage caused to turf and mass planting areas during mulching operations within 1 week of the damage occurring at no cost to the Principal. <p>c. The Contractor shall not:</p> <ul style="list-style-type: none"> i. Place mulch on plant foliage or in direct contact with the plant stem; or 	<ul style="list-style-type: none"> 1. No bare patches; 2. No weeds; 3. Mulch at least 75 mm depth; 4. No mulch remaining on surrounding surfaces; 5. Efficient work planning; 6. Mulch deliveries verified; 7. No damage; 8. No damage to plants.

Specific Service Activities	Specific Service Outcomes
ii. Drive equipment across, or park upon mass planting areas or lawns without the prior consent of the Principal's Representative.	9. No damage to plants, gardens or turf.

2.8 Replacement Planting

Specific Service Activities	Specific Service Outcomes
<p>2.8.1 General</p> <p>a. The Contractor shall:</p> <ul style="list-style-type: none"> i. Record the species, number and location of replacement and supplementary plants required on monthly reports (refer to The Services – Clause 2.16 – Monitoring and Reporting); ii. Replace dead, missing, damaged and mal-formed plants as approved or directed by the Principal's Representative; iii. Supply and install new plant material of species and in locations only specified or approved by the Principal's Representative in accordance with the approved Schedule of Rates. Plant alternative species only where specifically approved by the Principal's Representative; iv. Ensure plants are free of pest, disease and weed infestation, malformations and other defects, and are in a healthy and vigorous condition prior to planting; v. Ensure that the root ball is in a moderately moist condition immediately prior to installation; vi. Prepare the planting area by cultivating an area equivalent to one and a half times the depth of the plant container and a minimum of three times the container diameter radius around the planting site; vii. Incorporate an approved soil-conditioning agent such as composted green waste or similar at the supplier / manufacturer's specifications into the area to be planted; viii. Incorporate an approved soil wetting agent at the supplier / manufacturer's specifications to the area to be planted. The Principal shall supply the soil wetting agent unless agreed to otherwise with the Contractor prior to planting; ix. Install the top of the root ball at the same level as the surrounding soil. Firm the soil around the root ball and water each plant with a minimum of 20 litres of water; x. Note: Where an in-ground irrigation system is present, the Contractor must check with the Principal's Representative to ensure that the system is operational and will adequately water the installed plants. Where the irrigation system is not operational or adequate, the Contractor must ensure the plants are adequately watered to ensure their survival by use of water carts or other approved means; xi. Ensure that the plant stem is clear of any soil or other material that could cause collar rot; xii. Apply mulch to the entire planting area to 75mm depth. Do not place mulch on top of foliage or in contact with the plant stem. xiii. Supply and install tree guards, stakes and ties of an approved type only if directed by the Principal's Representative; and xiv. Remove all empty plant containers and other refuse from the site 	<ul style="list-style-type: none"> 1. Accurate records; 2. No bare patches; 3. No dead plants; 4. No diseased plants; 5. No unapproved plant species; 6. No plant pests or diseases; 7. Vigorous plant growth; 8. Vigorous plant growth; 9. Vigorous plant growth; 10. Vigorous plant growth; 11. Vigorous plant growth; 12. No water-stressed plants; 13. Correct planting techniques used; 14. No water-stressed plants; 15. No water-stressed plants; 16. Correct planting techniques used; 17. Mulch at least 75 mm thick; 18. Evenly spread and contained mulch; 19. No unstable young trees

Specific Service Activities	Specific Service Outcomes
and dispose of at an approved location.	20. No litter;
2.8.2 Plant Performance Warranty a. The Contractor warrants that all plant material supplied and installed by the Contractor complies with these contract specifications, consists of the approved or specified species and is planted in locations approved or specified by the Principal's Representative. b. The Contractor must: <ol style="list-style-type: none"> Replace all plants that do not comply with these Contract specifications with species and in locations that the Principal's Representative specifies or approves; Maintain all plants installed under this contract in a healthy condition for a period of not less than 12 months from the planting date; Ensure that the plants receive adequate water to ensure their survival in a healthy condition, whether by use of the in-ground irrigation systems or by use of water carts and the like; Must replace, at no cost to the Principal, all plants that die or under-perform within 12 months of the planting date as a result of lack of water, poor original plant stock, weed, pest or disease infestations, poor planting technique or other non-compliance with the Contract specifications. 	1. No dead plants; 2. No plant pests or diseases; 3. Vigorous new growth; 4. No dead plants; 5. No plant pests or diseases; 6. Vigorous new growth; 7. No water-stressed plants 8. No bare patches; 9. No dead plants; 10. No plant pests or diseases; 11. Vigorous new growth;
2.8.3 Plant Holding Period a. The Contractor shall note that a maximum holding period of two weeks applies to all plant material purchased for new, replacement and supplementary plant stock, unless the Principal's Representative approves an alternative holding period; b. The Contractor may hold the plants in the Bicentennial Park nursery area only, unless the Principal's Representative approves an alternative location; c. The Contractor must: <ol style="list-style-type: none"> Maintain all plants held on site in a healthy, weed-free, non-stressed condition, including irrigation/watering required during the holding period; The Contractor must replace any plants held with healthy, contract-compliant stock where the Contractor fails to maintain them in a healthy, non-stressed condition. <p>Note: The Bicentennial Park nursery currently has an independent irrigation system that the Contractor must operate as required to ensure plant survival.</p>	1. No dead plants; 2. Vigorous plant growth; 3. No plant pests or diseases; 4. No plant theft; 5. No dead plants; 6. Vigorous plant growth; 7. No plant pests or diseases; 8. No water-stressed plants;

2.9 Pavements and Steps

Specific Service Activities	Specific Service Outcomes
2.9.1 General a. The Contractor shall note that: <ol style="list-style-type: none"> Paved areas under the Contract include unit paving, asphalt, concrete, tiles, granite, decorative gravels, decomposed granite, rubber-like soft-fall products, steps or other materials over which 	1. Contractor fully aware of contract

Specific Service Activities	Specific Service Outcomes
<p>pedestrians, bicycles or other vehicles traverse.</p> <p>b. The Contractor shall:</p> <ol style="list-style-type: none"> Remove all silt, vegetative refuse and the like generated during daily landscape maintenance operations from pathways and paved areas immediately following those operations. Remove all gravel, granite, silt, soil, mulch, vegetative refuse and the like that has accumulated on pathways and road areas through wind, storm events, rainfall or general open-space use immediately following landscape maintenance operations in those areas and immediately following storm events. 	<p>requirements;</p> <ol style="list-style-type: none"> No litter; No soil or plant material remaining on hard surfaces; No soil or plant material remaining on hard surfaces
<p>2.9.2 Weed Management</p> <p>a. Eradicate weeds in all paved surfaces in full compliance with:</p> <ol style="list-style-type: none"> The Services Clause 2.12 (Weed Control); The Services Clause 4 (Integrated Pest Management); and The Services Appendix 5 (the SOPA Pesticide Use Notification Plan). <p>b. Where non-chemical weed control measures are not viable, the Contractor shall eradicate weeds in paved areas and external stairways by treating with non-selective herbicide prior to the weeds developing beyond the secondary leaf stage.</p>	<ol style="list-style-type: none"> No weeds; No harm to public; No breaches of legislation No damage to sensitive environments covered by specific management plans e.g. Frog Management Plan;
<p>2.9.3 Granite & Gravel Replenishment</p> <p>a. The Contractor shall:</p> <ol style="list-style-type: none"> Replenish all decomposed granite and decorative gravels to restore or maintain the materials level with surrounding surfaces, edge-boards or other containment means; Remove loose or excess granite and gravel from adjacent hard pavement surfaces. <p>b. The Contractor shall note that:</p> <ol style="list-style-type: none"> Non-trafficable Porous Paving is located around the base of some trees and in other locations. The Contractor shall not park on or drive any vehicles or plant over the porous paving. The Principal shall provide the replacement material in a central on-site location from where the Contractor shall collect it and transport it to the required location. 	<ol style="list-style-type: none"> No trip hazards; No slip hazards; No damage to porous paving; Consistent quality of material;

2.10 Soil Testing, Ameliorating and Fertilising

Specific Service Activities	Specific Service Outcomes
<p>2.10.1 Soil Testing</p> <p>a. The Contractor shall take soil samples and arrange for soil testing by a specialist soil testing laboratory as approved or directed by the Principal's Representative using the approved rates in the Schedule of Rates for Variations.</p> <p>b. Soil testing shall include collecting the soil samples (at least three per area to be tested) and transporting the samples to the soil</p>	<ol style="list-style-type: none"> Accurate analysis of soil condition and needs; No additional costs;

Specific Service Activities	Specific Service Outcomes														
<p>testing laboratory.</p> <p>c. As a minimum, the soil tests shall test for pH, electrical conductivity and the following plant-available nutrients:</p> <table border="0" data-bbox="384 371 890 645"> <thead> <tr> <th><u>Major Nutrients</u></th><th><u>Micro Nutrients</u></th></tr> </thead> <tbody> <tr> <td>Nitrogen (NH₄+NO₃)</td><td>Iron</td></tr> <tr> <td>Phosphorus (as PO₄)</td><td>Manganese</td></tr> <tr> <td>Sulphur (as SO₄)</td><td>Zinc</td></tr> <tr> <td>Calcium</td><td></td></tr> <tr> <td>Potassium</td><td></td></tr> <tr> <td>Magnesium</td><td></td></tr> </tbody> </table> <p>d. Soil tests results shall include:</p> <p>i. A summary of the soil chemistry covering electrical conductivity, sodicity, the ratio of Calcium to Magnesium, and the cation exchange capacity; and</p> <p>ii. Recommendations for how to correct any imbalances discovered by the soil testing process.</p> <p>e. The Contractor shall forward the results of soil tests (soil analysis report) to the Principal's Representative immediately upon receiving them from the testing laboratory.</p> <p>f. The Principal may instruct the Contractor to implement some or all of the recommendations contained within the soil analysis report in accordance with the relevant rates in the approved Schedule of Rates for Variations.</p> <p>g. The Principal may arrange for independent soil testing to be undertaken on any area within the contract area at any time.</p> <p>i. Note that the Principal reserves the right to reject or accept any recommendations that the Contractor may make in relation to soil tests, remedial action, fertilising, soil amelioration, pest control or other reasons.</p>	<u>Major Nutrients</u>	<u>Micro Nutrients</u>	Nitrogen (NH ₄ +NO ₃)	Iron	Phosphorus (as PO ₄)	Manganese	Sulphur (as SO ₄)	Zinc	Calcium		Potassium		Magnesium		<p>3. Comprehensive analysis obtained;</p> <p>4. Comprehensive analysis obtained;</p> <p>5. Vigorous turf growth;</p> <p>6. Prompt distribution of analysis and report;</p> <p>7. Vigorous turf growth;</p> <p>8. Independent results obtained;</p> <p>9. No unapproved works occur.</p>
<u>Major Nutrients</u>	<u>Micro Nutrients</u>														
Nitrogen (NH ₄ +NO ₃)	Iron														
Phosphorus (as PO ₄)	Manganese														
Sulphur (as SO ₄)	Zinc														
Calcium															
Potassium															
Magnesium															
<p>2.10.2 Soil Amelioration and Fertilising</p> <p>a. The Contractor shall:</p> <p>i. Develop a soil amelioration and fertilising programme based on the recommendations of any soil analysis reports obtained for the areas or elements to which the reports relate and submit it to the Principal's Representative for approval no less than one week prior to the proposed application time;</p> <p>ii. Determine fertiliser types and rates from deficiencies identified in the analysis of soil test results including the proposed materials and rate of application for each area in the programme;</p> <p>iii. When instructed by the Principal's Representative, supply fertilisers and ameliorants as specified in the approved Soil Amelioration and Fertilising Programme, ensuring all products used for soil amelioration comply with AS 4454-1999 – Compost, Soil Conditioners and Mulches;</p> <p>iv. Implement any approved soil amelioration and fertilising programmes;</p>	<p>1. Program addresses all identified soil deficiencies;</p> <p>2. Only relevant soil conditioning products used;</p> <p>3. Only relevant products used;</p> <p>4. Optimum soil nutrient levels achieved;</p> <p>5. Optimum soil nutrient levels achieved;</p>														

Specific Service Activities	Specific Service Outcomes
<ul style="list-style-type: none"> v. Apply the fertilisers in calm conditions when the foliage is dry, the air temperature is below 32 degrees Celsius and the soil is in a moderately moist condition below field capacity; vi. Apply the ameliorants and fertilisers uniformly at the rates specified by the manufacturer and in accordance with the recommendations contained in the Soil Amelioration and Fertilising Programme; vii. Apply fertilisers using calibrated mechanical spreaders to ensure fertilisers are applied at the correct rates according to any approved fertilising or conditioning programmes; viii. Properly calibrate and test the spreading equipment prior to each use to ensure even product distribution; ix. Water the area with a minimum of 10mm of water immediately following application; and <p>b. Clear fertilisers and ameliorants from non-target areas (e.g. pavements) immediately following application.</p>	<ul style="list-style-type: none"> 6. No stressed plants; 7. No over-or under-fertilising; 8. Vigorous plant growth; 9. No over-or under-fertilising; 10. No chemical wastage; 11. No over-or under-fertilising; 12. No burnt or water-stressed plants 13. No fertilisers on hard surfaces after fertilising.;

2.11 Pest & Disease Control

Specific Service Activities	Specific Service Outcomes
2.11.1 General <ul style="list-style-type: none"> a. The Contractor shall: <ul style="list-style-type: none"> i. Accurately identify the species and, where applicable, the life-cycle stage of any pests or diseases present prior to undertaking or recommending control measures; ii. Time all pest and disease control operations to occur prior to damage by the pest or disease adversely affecting the health or appearance of the host plants. 	<ul style="list-style-type: none"> 1. Accurate pest or disease identification; 2. No plant pests or diseases;
2.11.2 Non-chemical Pest & Disease Control <ul style="list-style-type: none"> a. Wherever feasible, the Contractor shall use only mechanical, cultural, biological or other viable non-chemical pest & disease control measures. 	<ul style="list-style-type: none"> 1. No plant pests or diseases; 2. No damage to sensitive environments covered by specific management plans.
2.11.3 Chemical Pest & Disease Control <ul style="list-style-type: none"> a. Where non-chemical weed control measures are not viable, the Contractor shall: <ul style="list-style-type: none"> i. Obtain up-to-date information about available control measures including the least toxic measures available ii. Obtain specific, written approval from the Principal's Representative to use chemical control measures prior to applying any pesticides; iii. Supply and apply all pesticides and other chemicals required to control pests and diseases; and iv. Apply pesticides or other chemicals only in full compliance with The Services – Clause 4 – Integrated Pest Management. 	<ul style="list-style-type: none"> 1. Least toxic chemical used; 2. No plant pests or diseases; 3. No damage to sensitive environments covered by specific management plans; 4. Full compliance with relevant legislation;

2.12 Weed Control

Specific Service Activities	Specific Service Outcomes
-----------------------------	---------------------------

Specific Service Activities	Specific Service Outcomes
2.12.1 General a. The Contractor shall: <ol style="list-style-type: none"> Time all weed control operations to occur prior to weeds setting seed; Avoid the dispersal of weed seed or propagules when undertaking mechanical weed control; Remove all residual vegetation and dispose of it in an approved location; Within one month of the above-ground plant parts dying after the application of pesticides, cut them off at ground level and dispose of them at a licensed green waste recycling facility. 	<ol style="list-style-type: none"> No weeds; No weeds; Appropriate disposal of green waste; No weeds; No dead plants;
2.12.2 Non-chemical Weed Control a. The Contractor shall: <ol style="list-style-type: none"> Use only mechanical, cultural or other viable non-chemical weed control measures in gardens and mulched areas, unless specifically authorised otherwise by the Principal's Representative; and Remove all above- and below-ground parts, particularly those capable of regenerating, and avoid excessive soil disturbance. 	<ol style="list-style-type: none"> No weeds; No dead plants; No harm to public; No weeds;
2.12.3 Chemical Weed Control a. Where non-chemical weed control measures are not viable, the Contractor must: <ol style="list-style-type: none"> Obtain specific, written approval from the Principal's Representative to apply chemical control measures prior to applying them; Supply and apply all herbicides and other chemicals required to control weeds; Apply herbicides or other chemicals only in full compliance with The Services – Clause 4 – Integrated Pest Management. b. Note: The Contractor must not apply chemicals containing the active constituent DICAMBA to areas beneath the crown of any tree.	<ol style="list-style-type: none"> No unauthorised chemical use No weeds; No damage to sensitive environments covered by specific management plans e.g. Frog Management Plan; No harm to public; No harm to any tree.
2.12.4 Terrestrial Weeds – Noxious and Environmental a. The Contractor shall: <ol style="list-style-type: none"> Control noxious and/or environmental terrestrial weeds (as declared by the Noxious Weeds Act 1993 for the Auburn Local Government Area) in all contract areas and in accordance with the Noxious Weeds Act 1993; Comply with the provisions of the SOPA Vegetation Management Plans (where applicable), relevant Frog and Wilsonia Management Plan protocols and Parklands Plan of Management restricted activity approvals when programming noxious weed control activities; Advise the Principal's Representative immediately if any of the following species are detected: Pampas Grass (<i>Cortaderia selloana</i>), African Fountain Grass (<i>Pennisetum setaceum</i>), or Coolatai Grass (<i>Hyparrhenia hirta</i>) or other species declared as either noxious or environmental weeds at the contract commencement date or subsequently during the term of the 	<ol style="list-style-type: none"> No noxious or environmental weeds; No damage to sensitive environments covered by specific management plans e.g. Frog Management Plan; Up-to-date status of noxious and environmental weeds recorded.

Specific Service Activities	Specific Service Outcomes
contract.	
<p>2.12.4 Aquatic Weeds – Noxious and Environmental</p> <p>a. For all wetlands or water bodies included in the Contract areas, the Contractor shall:</p> <p>i. Advise the Principal's Representative immediately if any of the following species are detected: Alligator Weed (<i>Alternanthera philoxeroides</i>), Primrose Willow (<i>Ludwigia peruviana</i>), Salvinia (<i>Salvinia molesta</i>), Water Hyacinth (<i>Eichhornia crassipes</i>) or other species declared as either noxious or environmental weeds at the contract commencement date or subsequently declared during the term of the contract;</p> <p>ii. Collect and bag all weed propagules and other plant parts, including roots, from the affected area and dispose of them off-site within 24 hours of detecting any of these species listed in Clause 2.12.4 i. above.</p>	<p>1. Up-to-date status of noxious and environmental weeds recorded.</p> <p>2. No noxious or environmental aquatic weeds;</p>

2.13 Damage Repair, Alterations etc

Specific Service Activities	Specific Service Outcomes
<p>2.13.1 General</p> <p>a. The Contractor shall:</p> <p>i. Repair any damage caused by the Contractor, including the supply of any materials required, at no cost to the Principal within 24 hours of causing the damage;</p> <p>ii. Submit detailed proposals for other repairs, alterations and installation works to the Principal's Representative for approval; and</p> <p>iii. Undertake any other repairs, alterations or installation works upon obtaining approval and a valid Purchase Order from the Principal's Representative.</p> <p>b. With the exception of materials and labour required as a result of damage caused by the Contractor, the Principal shall pay for materials and labour at the relevant rates in the approved Schedules of Rates for Variations, and the approved Schedule of Charges and Hourly Rates.</p>	<p>1. No sign of damage to SOPA assets;</p> <p>2. Damage and repairs documented;</p> <p>3. No sign of damage to SOPA assets;</p> <p>4. Fair payment for work completed.</p>
<p>2.13.2 Specific repair methods</p> <p>a. Where relevant, the Contractor shall:</p> <p>i. Hand-fork wheel ruts to de-compact them, replace and level the topsoil and install mulch to re-establish original levels or as directed by the Principal's Representative;</p> <p>ii. Replace all displaced plants in their original position; and</p> <p>b. If any plants have been significantly damaged, advise the Principal's Representative that replacement is required.</p>	<p>1. No sign of damage to SOPA assets;</p> <p>2. No sign of damage to SOPA assets;</p> <p>3. Prompt reporting.</p>

2.14 Breakdown Maintenance

Specific Service Activities	Specific Service Outcomes
<p>a. The Contractor shall undertake additional tasks for any landscape element as required by the Principal's Representative including:</p> <p>i. Miscellaneous corrective maintenance tasks</p>	<p>1. All corrective maintenance and incident responses</p>

Specific Service Activities	Specific Service Outcomes
<ul style="list-style-type: none"> ii. Incident response tasks <p>b. The Contractor shall:</p> <ul style="list-style-type: none"> i. Provide a 7-day service to attend to breakdown callouts and the provision of corrective maintenance and urgent repairs; and ii. Provide a four-hour maximum response time to callouts after normal working hours. 	<ul style="list-style-type: none"> completed within specified timeframes; <p>2. All after-hours call-outs attended to within 4 hours;</p>

2.15 Fence Maintenance

Specific Service Activities	Specific Service Outcomes
<p>2.15.1 Safety mesh fencing</p> <p>a. The Contractor shall install safety-mesh fencing around all excavations (that the Contractor creates) or other work site locations as directed by the Principal's Representative. The form of this fencing shall be:</p> <ul style="list-style-type: none"> i. 1800 mm long star pickets fixed securely into the ground a minimum of 400 mm and spaced at maximum 1200 mm centres and capped with purpose-made safety caps; ii. 1000 mm wide (minimum) Parra-webbing fixed securely to the star pickets; iii. Parra-webbing shall be continuous fluorescent woven reinforced plastic and red-orange in colour. <p>b. The Contractor shall:</p> <ul style="list-style-type: none"> i. Securely fix/lock flashing warning lights to the safety-mesh fencing at 1200 mm centres where excavations are left open after dark. <p>c. Prior to installing any star pickets or other supports into the ground, the Contractor shall:</p> <ul style="list-style-type: none"> i. Obtain a services plan from the Principal's Representative that indicates all known services in the area in which the fence is to be installed; ii. Protect all services during the fence installation works to prevent all damage to those services; iii. Repair, at no cost to the Principal, all services damaged as a result of installing safety mesh fences. 	<ul style="list-style-type: none"> 1. No risk or harm to public; 2. Fences self-supporting; 3. No risk or harm to the public; 4. High fence visibility; 5. Effective hindrance to access where intended; 6. High fence visibility; 7. No risk or harm to the public; 8. No damage to in-ground or other services; 9. No damage to in-ground or other services; 10. Services fully operational.
<p>2.15.2 Silt fencing</p> <p>a. The Contractor shall install silt fencing downhill of any bare, excavated or eroded land within 5 metres (maximum) of the excavation or bare soil. The form of this silt fencing shall be:</p> <ul style="list-style-type: none"> i. 1800 mm long star pickets fixed securely into the ground a minimum of 400 mm and spaced at maximum 1200 mm centres and capped with purpose-made safety caps; ii. 1000 mm wide (minimum) silt control fabric fixed securely to the star pickets; iii. Silt fabric shall be continuous and green or black in colour. 	<ul style="list-style-type: none"> 1. No risk or harm to public; 2. No damage to sensitive environments covered by specific management plans e.g. Frog Management Plan. 3. No soil or silt on hard pavement surfaces; 4. Fences self-supporting;
<p>2.15.2 Safety mesh and silt fencing</p> <p>a. The Contractor shall maintain and repair all silt and safety-mesh fences in accordance with the fence specifications at The Service – Appendix</p>	<ul style="list-style-type: none"> 1. No risk or harm to public;

Specific Service Activities	Specific Service Outcomes
<p>7 – Fence Detail – or as directed from time-to-time by the Principal's Representative.</p> <p>b. The Contractor shall:</p> <ul style="list-style-type: none"> i. Ensure all fence supporting pickets or posts are vertical, securely placed in the ground to prevent them from developing a lean, and the post tops are at an even height; ii. Ensure all star pickets are fitted with a yellow safety cap; iii. Replace damaged posts and re-secure posts that become unstable for any reason; iv. Replace barrier mesh and silt fabric that is damaged for any reason; v. Keep the top line of the fence taut and in a straight line; vi. Ensure that the mesh or fabric remains securely tied at several locations to each supporting post or picket; vii. Ensure that no wire or other fence parts poses a safety risk to passers-by; viii. Install new or replacement silt or barrier fences in accordance with the approved schedule of rates. <p>c. Prior to installing any star pickets or other supports into the ground, the Contractor shall:</p> <ul style="list-style-type: none"> i. Obtain a services plan from the Principal's Representative that indicates all known services in the area in which the fence is to be installed; ii. Protect all services during the fence installation works to prevent all damage to those services; iii. Repair, at no cost to the Principal, all services damaged as a result of installing silt fences. 	<ul style="list-style-type: none"> 2. Effective hindrance to access where intended; 3. Effective erosion control where intended; 4. Fences neat and self-supporting; 5. No risk or harm to the public; 6. Fences neat and self-supporting; 7. No risk or harm to the public; 8. Fences neat and self-supporting; 9. No damage to in-ground or other services; 10. Effective hindrance to access where intended; 11. Effective erosion control where intended; 12. No damage to in-ground services; 13. No damage to in-ground services; 14. Services fully operational.

2.16 Monitoring and Reporting

Specific Service Activities	Specific Service Outcomes
<p>2.16.1 Monitoring</p> <p>a. Together, the Principal's Representative and the Contractor shall undertake a monthly (minimum) site inspection of all landscape elements within the Contract boundary for compliance with the required landscape presentation standards.</p> <p>b. During the monthly site inspections, the Contractor shall record the level of compliance with the landscape presentation standards and other issues such as:</p> <ul style="list-style-type: none"> i. Defective or malfunctioning elements ii. Damage to any SOPA asset including irrigation iii. Vandalism iv. Public or occupational safety issues v. Deterioration in health of any turf or plants vi. High litter levels and dumped waste vii. Evidence of unauthorised access 	<ul style="list-style-type: none"> 1. Monthly landscape status documented; 2. Clear communication between Contractor and Principal; 3. Damaged assets identified for prompt action; 4. Vandalism identified; 5. Safety risks identified; 6. Landscape status documented; 7. Waste issues identified; 8. Security breaches

Specific Service Activities	Specific Service Outcomes
<p>viii. Pest fauna levels</p> <p>c. The Contractor shall include the observations and results of the monthly site inspection in the Monthly Reports and present them to the Principal's Representative at each monthly contract review meeting.</p> <p>d. The Contractor and the Principal's Representative shall undertake more frequent site inspections as and when required as a means of bringing areas or issues of concern to each other's attention and to help maximise contract compliance.</p>	<p>identified;</p> <p>9. Pest fauna levels identified;</p> <p>10. Accurate reporting;</p> <p>11. Resourcing deficiencies identified and resolved</p>
<p>2.16.2 Daily Reports</p> <p>a. By 9:00 a.m. each day, the Contractor's on-site supervisor shall:</p> <ol style="list-style-type: none"> Report verbally to the Principal's Representative and advise the names and number of staff and sub-contractors that are working on site that day, including the areas within each precinct that they are working and the specific nature of the work being undertaken or proposed; Indicate whether or not the proposed work for that day is consistent with the approved work programme; Explain any actual or anticipated variations from the approved work programme. <p>b. By 6:00 p.m. each day, the Contractor's on-site supervisor shall:</p> <ol style="list-style-type: none"> Summarise the day's on-site activities in an e-mail to the Principal's Representative; Specify the names, number and hours of the staff and sub-contractors that worked on-site during that day; Describe any actual or anticipated variations to the approved work programme that occurred during or as a result of that day's work on the site; Explain any incidents, breakdowns or the like that may impact on the Contractor's ability to adhere to the approved work programme or deliver the required service standards. 	<ol style="list-style-type: none"> Principal aware of Contractor numbers on site; No delays to work programme; No delays to approved work programme; Principal kept informed about programme status; Principal aware of numbers on site; Principal kept informed about programme status; Programme remains up-to-date;
<p>2.16.3 Incident Reports</p> <p>a. The Contractor shall report incidents or situations in writing to the Principal's Representative upon observing or becoming aware of them using the form shown at The Services – Appendix 3 – Place Manager Incident Form – within 48 hours of observing or becoming aware of them where they:</p> <ol style="list-style-type: none"> May affect or have affected public or occupational health and safety; May damage or have damaged the environment; May damage or have damaged SOPA assets; or May affect or have affected the health and viability of vegetation. <p>b. The above reporting requirements apply to all SOPA areas and assets, whether or not they directly relate to the main work activities required under this contract;</p> <p>c. The Contractor shall immediately report incidents that the Contractor considers a public safety hazard initially verbal communication</p>	<ol style="list-style-type: none"> Damaged assets identified for prompt action; No public safety risk; No harm to public; Monthly landscape status documented; Damaged assets identified for prompt action; No public safety risk;

Specific Service Activities	Specific Service Outcomes
(telephone) and followed up in writing within 24 hours using the form in The Services – Appendix 3 – Place Manager Incident Form.	7. No harm to public;
2.16.4 Monthly Reports a. During the first week of each calendar month, the Contractor shall provide an electronic report in Excel format to the Principal's Representative: b. The monthly report shall: <ol style="list-style-type: none"> Identify any landscape elements within the contract area that do not meet the required presentation standards; Explain why any non-compliances have occurred; Provide a date by which the Contractor expects to reach the required standards; Summarise the programme delivery status for each landscape element within the contract area; Provide a schedule of the monthly actual performed activities by precinct (Proforma at Appendix 3 – Forms); Provide plant replacement details; Describe repairs undertaken or required to any landscape element; Include the results of monitoring and inspections undertaken during the previous calendar month; Explain any impediments to adhering to any approved maintenance programmes; Include any recommendations or suggested changes to the programme; List variations and quotes submitted for approval; List variations, quotes and work orders completed or not approved, and those still outstanding; Provide a summary of Place Manager incidents that the Principal's Representative has issued to the Contractor during the previous month, including the Incident number, the incident details and the actual or anticipated completion date; Include a summary of Place Manager work orders issued to the Contractor during the previous month, including the Incident number, work order number, the incident details and the actual or anticipated completion date; Include a summary of chemical use for the previous month (refer to The Services – Clause 4.2 h.i. Provide any other information required under the contract, by the Principal's Representative or that the Contractor considers relevant to the maintenance of Sydney Olympic Park. c. A sample Monthly Report Sheet is included at Appendix 2.	1. Monthly landscape status documented; 2. Resourcing deficiencies identified and resolved; 3. Clear communication between Contractor and Principal; 4. Work programs remain up to date. 5. Performance against Key Performance Indicators tracked; 6. Damaged assets identified for prompt action; 7. Programme remains relevant; 8. Programme remains relevant; 9. Prompt feedback on variations and quotes; 10. Work load indicated; 11. All incidents tracked; 12. All Work Orders tracked; 13. Accurate reporting; 14. Relevant reporting; 15. Consistent reporting style and content.

2.17 Scheduled Contractor Meetings

Specific Service Activities	Specific Service Outcomes
2.17.1 Weekly Meetings	1. Clear communication between Contractor and

Specific Service Activities	Specific Service Outcomes
a. The Contractor's Supervisor shall meet with the Principal's Representative at least once every week for briefings and to review incident, events and Contractor performance from the previous week and work priority programmes for the coming week.	Principal; 2. Work programs remain up to date.
2.17.2 Monthly Meetings a. The Contractor's Supervisor shall meet formally with the Principal's Representative during the first week of each calendar month to review monthly reports, work programmes, incidents, events, Contractor performance and priority programmes for the coming month. b. At each monthly contract review meeting, the Contractor shall submit: i. The monthly report; ii. The monthly OH&S statistics; iii. The monthly waste & purchasing statistics; and iv. Any other information that the Principal's Representative requests the Contractor to submit at the monthly contract review meeting.	1. Monthly landscape status documented; 2. Clear communication between Contractor and Principal; 3. Resourcing deficiencies identified and resolved; 4. Performance against Key Performance Indicators tracked; 5. Work programs remain up to date. 6. Statistics submitted on time.
2.17.3 Half Yearly Review Meetings a. A Director and representatives of the Contracting firm shall meet formally with a representative of the Authority's Executive Management Team twice per year. The meetings will review the past six month's performance of the Contractor with respect to the Contract Services and discuss the directions and key objectives for the coming six month period.	1. Clear communication between Contractor and Principal; 2. Performance against Key Performance Indicators tracked; 3. Action plan for next 6-month period developed;
2.17.4 Other Meetings a. The Contractor shall also meet with the Principal's Representative outside of the above meetings, as requested from time-to-time, to discuss extraordinary matters.	1. Clear communication between Contractor and Principal;

3 CONTRACT WORKMANSHIP

3.1 Compliance with Laws and Standards

Specific Service Activities	Specific Service Outcomes
a. The Contractor shall: i. Carry out all works of the Contract in accordance with all relevant and up-to-date Australian Standards, Government Regulations, Ordinances, Codes and By-Laws, Local Government and all relevant Authority Requirements, and the SOPA Landscape Presentation Standards. ii. Use pesticides and other chemicals in accordance with the WorkCover Code of Practice for the Safe Use of Pesticides including herbicides in non-agricultural work places. iii. Immediately inform the Principal's Representative in writing of any question raised with the contractor by any regulatory authority in respect to the compliance of, in any part of the works and/or materials used, and/or as described in The Services, and will supply and attach all relevant details, including all information from the	1. No breach of any laws, plans, licences or the like; 2. No harm to public; 3. No damage to sensitive environments covered by specific management plans e.g. Frog Management Plan.

Specific Service Activities	Specific Service Outcomes
current issue of the relevant Australian Standard, Government Regulation, Ordinance, Code or By-Law etc, effecting the matter of compliance and/or non compliance.	4. No OH&S incidents;

3.2 Australian Standards

Specific Service Activities	Specific Service Outcomes
<p>a. The Contractor shall undertake works in compliance with the following minimum standards:</p> <ul style="list-style-type: none"> i. AS 4373-1996 – The Pruning of Amenity Trees; ii. AS 4419-2003 – Soils for Landscaping and Garden Use; iii. AS 4454-1999 – Compost, Soil Conditioners and Mulches; iv. AS 2507-1998 – The Storage and Handling of Agricultural and Veterinary Chemicals; and v. AS 4454 – Conditioning Products. <p>b. The Contractor shall amend maintenance and management practices as the above Australian Standards are amended or new, relevant standards are introduced.</p>	<ul style="list-style-type: none"> 1. No breach of any laws, plans, licences, Australian Standards or the like; 2. No harm to public; 3. No damaged trees; 4. No OH&S incidents; 5. No damage to sensitive environments covered by specific management plans e.g. Frog Management Plan.

3.3 Trade Qualifications

Specific Service Activities	Specific Service Outcomes
<p>a. The Contractor shall ensure that:</p> <ul style="list-style-type: none"> i. All work under the Contract and as described in this specification is performed by competent persons fully skilled, trained and experienced in landscape (garden) maintenance, and ii. Apprentices remain under the direct supervision of a competent and fully qualified tradesperson whilst working on the Site. 	<ul style="list-style-type: none"> 1. Amenity horticulture industry “Best Practice” standards applied at all times.

3.4 Specialist Work

Specific Service Activities	Specific Service Outcomes
<p>a. The Contractor shall:</p> <ul style="list-style-type: none"> i. Engage specialist staff and/or sub-contractor/s to perform the various tasks when and as necessary under the Contract; or ii. Demonstrate to the satisfaction of the Principal’s Representative that the Contractor has the necessary expertise to perform the task. iii. Seek and obtain from the Principal’s Representative, approval to engage new or alternative sub-contractors a minimum of one (1) week prior to those sub-contractors commencing on the Site. 	<ul style="list-style-type: none"> 1. Amenity horticulture industry “Best Practice” standards applied at all times.

4 INTEGRATED PEST MANAGEMENT

4.1 Integrated Pest Management Strategy

Specific Service Activities	Specific Service Outcomes
<p>a. The Contractor shall:</p> <ul style="list-style-type: none"> i. Within the first 3 months of appointment, develop a site-specific integrated pest management strategy to control plant pests and diseases and submit it to the Principal’s Representative for 	<ul style="list-style-type: none"> 1. Amenity horticulture industry “Best Practice” standards applied at all

Specific Service Activities	Specific Service Outcomes
<p>approval;</p> <p>ii. Implement and adhere to the approved integrated pest management strategy for pest and disease control; and</p> <p>iii. Investigate actual or suspected significant outbreaks of pests and diseases immediately upon discovering or being advised of them and report to the Principal's Representative with suspected cause and a proposed method and timing of treatment.</p> <p>b. The Contractor shall not carry out chemical treatment without prior approval from the Principal's Representative.</p>	<p>times.</p> <p>2. No weeds;</p> <p>3. No plant pests or diseases;</p> <p>4. Up-to-date pest reports;</p> <p>5. No damage to sensitive environments covered by specific management plans.</p>

4.2 Responsibilities

Specific Service Activities	Specific Service Outcomes
<p>4.2.1 Compliance with legislation</p> <p>a. The Contractor shall comply with:</p> <p>i. All Occupational Health and Safety Regulations;</p> <p>ii. The Pesticides Regulation 1995 (replaced by the Pesticides Regulation 2009, when released);</p> <p>iii. The Pesticides Act 1999</p> <p>iv. The SOPA Pesticide Use Notification Plan and any other legislation applicable to the use and handling of pesticides.</p> <p>v. The Hazardous Substances Procedures for those substances listed in the National Occupational Health and Safety Commission's List of Hazardous Substances [NOHSC: 10005 (1994)] or as classified by either the manufacturer or importer.</p> <p>vi. The SOPA Frog Management Plan (where applicable);</p> <p>vii. The SOPA Wilsonia Management Plan (where applicable);</p> <p>viii. Local Vegetation Management Plans (where applicable).</p> <p>b. The SOPA Pesticide Use Notification Plan is attached at The Services – Appendix 5.</p> <p>c. The Contractor shall:</p> <p>i. Apply approved pesticides and other chemicals strictly in accordance with the instructions specified on the manufacturers registered label for the product;</p> <p>ii. Note that in some areas, chemical use is restricted to specific times of the year and/or specific locations within the contract area.</p>	<p>1. No breach of applicable laws and regulations involving the use of pesticides.</p> <p>2. Full compliance with relevant legislation;</p> <p>3. No damage to sensitive environments covered by specific management plans;</p> <p>4. No harm to public;</p> <p>5. No incorrect chemical use or dosage;</p> <p>6. No damage to sensitive environments covered by specific management plans;</p>
<p>4.2.2 Selection and timing</p> <p>a. The Contractor shall:</p> <p>i. Where possible, use non-chemical, biological or the least toxic chemical available to give the most effective control in terms of results and cost;</p> <p>ii. Treat all significant pest infestations at the correct time for effective control as soon as possible after gaining written approval from the Principal's Representative;</p>	<p>1. Least toxic chemical used;</p> <p>2. Most effective and efficient chemical use;</p> <p>3. No plant pests or diseases;</p>

Specific Service Activities	Specific Service Outcomes
<ul style="list-style-type: none"> iii. Only use pesticides and other chemicals in calm weather conditions, when the air temperature is less than 32 degrees Celsius and when there is no rainfall anticipated within 8 hours of application; and iv. Programme all pesticide and other chemical applications to minimise the impact on public use and enjoyment of the site, but maximise the effectiveness of the chemicals used. <p>b. The Principal's Representative will consider requests for approval to apply chemicals under other circumstances only where there is negligible risk to public safety or the environment (including native fauna and flora).</p>	<ul style="list-style-type: none"> 4. No damage to plants; 5. No environmental harm; 6. No harm to public; 7. No damage to sensitive environments covered by specific management plans;
<p>4.2.3 Accreditation</p> <p>a. The Contractor shall ensure that:</p> <ul style="list-style-type: none"> i. Only staff or sub-contractors who hold qualifications referred to in clause 9 (1) (b), (e) or (f) of the Pesticides Regulation 2009 or who is a trainee referred to in clause 10 (2) (b) of the Pesticides Regulation 2009 with, as a minimum, current ChemCert Chemical Awareness accreditation (Level 1 – RTC1701A – Follow basic chemical safety rules and Level 2 – RTC2706A – Apply chemicals under supervision) (or equivalent) handle or use chemicals; ii. Upon adoption of the Pesticides Regulation 2009, only staff or sub-contractors who hold qualifications referred to in clause 9 (1) (b), (e) or (f) of the Pesticides Regulation 2009 or trainees referred to in clause 10 (2) (b) of the Pesticides Regulation 2009 shall use any pesticides on site; iii. All team leaders and on-site supervisors hold current ChemCert Supervisors AQF 3 and AQF 4 Accreditation (or equivalent) throughout the entire Contract term. 	<ul style="list-style-type: none"> 1. No use of pesticides by un-certified personnel; 2. No environmental harm; 3. No harm to public; 4. No OH&S incidents. 5. No breach of applicable laws and regulations involving the use of pesticides.
<p>4.2.4 Administration</p> <p>a. The Contractor shall:</p> <ul style="list-style-type: none"> i. During the first week of each calendar month, submit a Chemical Use Authorisation form (copy at The Services – Appendix 3 – Forms) to the Principal's Representative for each pesticide or chemical that the Contractor intends to use during that month. ii. Supply and apply chemicals in accordance with the approved Schedule of Rates; iii. Only apply pesticides and other chemicals that the Principal's Representative has authorised for use during that month. iv. Maintain detailed, up-to-date records of all chemical application, and in accordance with the supplied pro-forma at Appendix , including the following as a minimum: 	<ul style="list-style-type: none"> 1. No breach of applicable laws and regulations involving the use of pesticides. 2. No unauthorised use of chemicals; 3. Accurate records kept;
What to record	Details
Who applied the chemical	Name, address & contact phone number of the person/s who applied the chemical.
Who the owner or occupier of the land / area being treated is.	Name, address & contact details of the person in charge of the place where the chemical was applied (SOPA).
When the chemical was applied.	Record the date and time the spraying application was started and finished.

The chemical that was used.	The full product name of the chemical used, including any letters or numbers that form a part of the product name.	
The crop or situation & target pest treated.	The crop or situation for which the pesticide was used and the disease or pest targeted.	
How the chemical was applied.	The equipment used, e.g. backpack, tractor-mounted boom-sprayer etc. include the nozzle settings & calibration information.	
The quantity of chemical used.	The total amount of chemical mix made up & used, and the application rate.	
Where the chemical was applied.	The property address & a delineation of the area where the chemical was released. Include a sketch or map of the area covered.	
Weather – wind speed & direction.	The estimated wind strength & wind direction, e.g. 'a light breeze was blowing from the north-east.' Record any significant weather changes during the application.	
When to make the record.	Within 24 hours of applying the chemical.	
The MSDS reference number	The MSDS reference number or the date of its publication.	
Other information	Any other information required by the Pesticides Act 1999 as amended from time-to-time, or any other information required by any other legislation or as requested by the Principal's Representative.	
b. The Contractor shall: <ul style="list-style-type: none"> i. At each monthly contract review meeting, submit a report summarising all chemicals applied during the previous month including the pest, disease or weed involved, the application dates, the area to which the chemicals were applied and the effectiveness or otherwise of the application. ii. Make all chemical use records available to the Principal's Representative upon request. 		4. Full compliance with relevant legislation; 5. Accurate records kept; 6. No breach of applicable laws and regulations involving the use of pesticides.

Specific Service Activities	Specific Service Outcomes
4.2.5 Material Safety Data Sheets (MSDS) a. The Contractor shall: <ul style="list-style-type: none"> i. Submit a Material Safety Data Sheet to the Principal's Representative for each pesticide or other chemical that the Contractor intends to use on site prior to applying the pesticide or other chemical; ii. Ensure the most up-to-date MSDS for each product is readily accessible to the operator in the event of an emergency. 	1. No OH&S incidents; 2. No harm to public; 3. No breach of applicable laws and regulations involving the use of pesticides.
4.2.6 Vegetable Dyes a. The Contractor shall: <ul style="list-style-type: none"> i. Unless specifically instructed by the Principal's Representative to 	

Specific Service Activities	Specific Service Outcomes
<p>the contrary, use vegetable dyes in combination with all herbicide applications to garden and turf areas to identify all areas treated with herbicide.</p> <p>ii. Incorporate the dyes with the pesticides at the manufacturer's recommended rate.</p> <p>b. The Contractor shall not use marker dyes in combination with herbicide treatments used on paved surfaces.</p>	<ol style="list-style-type: none"> 1. No weeds missed; 2. No over-application of herbicides; 3. No waste of product; 4. No dye on pavements.
<p>4.2.7 Chemical Use and Storage</p> <p>a. The Contractor shall not leave chemical containers or spray containers unattended on site at any time under any circumstances.</p> <p>b. The Contractor shall:</p> <ol style="list-style-type: none"> i. Only fill chemical spray tanks in approved areas within the site; ii. Fit hoods or cowlings to all liquid pesticide heads or nozzles to minimise drift to non-target species or surfaces when applying such liquid chemicals; iii. Maintain hoods and cowlings in full working order; iv. Properly calibrate and test spraying equipment prior to applying any pesticides or other chemicals; v. Store chemicals kept on site securely only within the dedicated chemical store at the Bicentennial Park Administration Centre to prevent container damage and movement, leakage, corrosion and unauthorised access; vi. Segregate non-compatible chemicals; vii. Store all chemicals in the original tamper-proof containers identified with the correct product and label. Do not store damaged chemical containers on site under any circumstances; viii. Display emergency contact numbers at the entrance to the Chemical Store; ix. Provide multiple copies of the Material Safety Data Sheet (MSDS) for each chemical used on site in the Chemical Store, and replenish the supply of MSDS prior to the last sheet being used or as suppliers / manufacturers update them; x. Maintain any allocated space within the Chemical Store in a clean and safe condition, ensuring no unauthorised persons can access it at any time. All responsibility for the safe storage and handling of chemicals remains with the Contractor. 	<ol style="list-style-type: none"> 1. No harm to public; 2. No damage to sensitive environments covered by specific management plans; 3. No harm to public 4. No over- or under-spraying 5. No breach of applicable pesticide laws and regulations. 6. No OH&S incidents; 7. No breach of applicable pesticide laws and regulations. 8. No OH&S incidents; 9. No OH&S incidents; 10. No breach of applicable pesticide laws and regulations. 11. No OH&S incidents;
<p>4.2.8 Chemical Residue & Container Disposal</p> <p>a. The Contractor shall dispose of excess spray solution at an authorised liquid waste disposal plant. Do not dispose of excess spray solution into stormwater drains, watercourses, other water bodies, or onto landscape areas under any circumstances.</p> <p>b. The Contractor shall dispose of empty chemical containers in compliance with the provisions of the Pesticides Act 1999.</p>	<ol style="list-style-type: none"> 1. No harm to public; 2. No breach of applicable pesticide laws and regulations.
<p>4.2.9 Inventory</p> <p>a. The Contractor shall:</p> <ol style="list-style-type: none"> i. Prepare and maintain an inventory of all chemicals used and stored 	<ol style="list-style-type: none"> 1. Full compliance with

Specific Service Activities	Specific Service Outcomes
on the site and submit it to the Principal's Representative during the first week of each calendar month.	applicable pesticide laws and regulations.
4.2.10 Spill Response a. The Contractor shall: <ul style="list-style-type: none"> i. Maintain an appropriate spill response kit and ensure personnel are trained to respond to chemical spills; ii. Contain and report accidental spills to the Principal's Representative immediately. 	<ul style="list-style-type: none"> 1. No damage to sensitive environments covered by specific management plans; 2. No harm to public; 3. No breach of applicable pesticide laws and regulations.
4.2.11 Personal Protective Equipment a. The Contractor shall: <ul style="list-style-type: none"> i. Provide and store all personal protective equipment (PPE) as required under the Pesticides Act or as recommended by the chemical manufacturer; and ii. Ensure those engaged to handle chemicals use the PPE provided and in the manner intended. 	<ul style="list-style-type: none"> 1. No OH&S incidents; 2. No breach of applicable laws and regulations involving the use of pesticides.
4.2.12 Signage a. The Contractor shall erect notices of pesticide use prior to and during chemical applications to warn patrons that spraying is intended and in progress. b. In accordance with clause 11L(2)(g) of the Pesticides Regulation, the Contractor shall include the following information on notices of pesticide use: <ul style="list-style-type: none"> i. The full product name of the pesticide to be used; ii. The purpose of the use, clearly settling out what pest or pests are being treated; iii. The proposed date/s or date range of the pesticide use; iv. The places where the pesticide is to be used; v. Contact telephone number and email address of a SOPA officer who people can contact to discuss the notice; and vi. Any warnings regarding re-entry to or use of the place, if specified on the pesticide product label or the APVMA 1 permit. c. The Contractor shall: <ul style="list-style-type: none"> i. Place signs such that vehicles and pedestrians are forewarned prior to entering a treated area (e.g. at key entry points). ii. Remove the signs once the sprayed vegetation has dried and public risk due to direct contact with applied chemicals is minimal. 	<ul style="list-style-type: none"> 1. Full compliance with applicable pesticide laws and regulations. 2. No breach of applicable laws and regulations involving the use of pesticides. 3. Public informed about pesticide application activities;
4.2.13 Environmental Protection a. The Contractor shall: <ul style="list-style-type: none"> i. Avoid spray drift and over-spray onto desirable or non-target plant 	<ul style="list-style-type: none"> 1. No damage to sensitive

¹ The Australian Pesticide and Veterinary Medicines Authority (APVMA), the national government body responsible for assessing and registering (or otherwise approving) all pesticide products in Australia and for their regulation up to an including the point of retail sale.

Specific Service Activities	Specific Service Outcomes
<p>species.</p> <p>ii. Replace any vegetation killed or adversely affected as a result of accidental spraying, misuse of chemicals or application equipment, spillages, incorrect calibration of equipment, incorrect rates, over-spray, mid-identification of desirable plant species as weeds or any other reason attributed to the Contractor at no cost to the Principal and within 2 weeks of the damage being observed or brought to the attention of the Contractor.</p> <p>b. The Contractor shall <u>not</u>:</p> <p>i. Apply pesticides or fertilisers within 5 metres of the edge of any frog pond, storage pond, water quality control pond or other water body without the prior written approval of the Principal's Representative;</p> <p>ii. Apply pesticides or fertilisers within 10 metres of the high tide mark of any tidal watercourse or the edge of any watercourse without the prior written consent of the Principal's Representative; or</p> <p>iii. Apply pesticides or fertilisers beneath the canopy of any mangroves without the prior written consent of the Principal's Representative.</p>	<p>environments covered by specific management plans;</p> <p>2. No damage to sensitive environments covered by specific management plans.</p>

5 WASTE COLLECTION, TRANSPORT & DISPOSAL

Specific Service Activities	Specific Service Outcomes
<p>5.1 General</p> <p>a. The Contractor shall not bring waste or refuse from off-site onto the site.</p> <p>b. The Contractor shall:</p> <p>i. Cover waste transport vehicles appropriately to prevent waste spillage;</p> <p>ii. Pay all associated waste disposal fees;</p> <p>iii. Ensure that waste transport vehicles are weighed at a registered weighbridge prior to unloading or transferring waste;</p> <p>iv. Record the type of waste transported off site (e.g. mixed/general waste, metals, green waste etc) and the tonnage for each load;</p> <p>v. Complete and submit to the Principal's Representative during the first week of each calendar month, a Waste and Purchasing Data form for all waste material (waste type and weight) taken off site during the previous month. A copy of the form is at The Services - Appendix 3 – Forms.</p>	<p>1. No litter;</p> <p>2. No damage to sensitive environments covered by specific management plans;</p> <p>3. Appropriate recycling of recyclable materials;</p> <p>4. Accurate records kept.</p>
<p>5.2 Green Waste</p> <p>a. The Contractor shall:</p> <p>i. Collect and remove all fallen branches, sticks of 40 mm or greater at the base and logs from all areas within the site and transport them to the bulk storage bin area located at the 'Carnival Site' or other on-site location as directed by the Principal's Representative for mulching (by other contractors);</p> <p>ii. Segregate and transport all other green waste generated through the performance of The Services to a licensed green waste</p>	<p>1. No litter;</p> <p>2. Tree branches mulched on-site;</p> <p>3. Appropriate disposal of</p>

Specific Service Activities	Specific Service Outcomes
<p>processing facility, waste transfer station registered to accept such waste for reprocessing, or other location as directed or approved by the Principal's Representative;</p> <p>iii. Re-use native grass clippings as mulch on site in native grass planting areas.</p> <p>b. The Contractor shall not stockpile any pruned material on site in any landscaped area or other location unless specifically authorised by the Principal's Representative in advance.</p>	<p>green waste;</p> <p>4. Appropriate recycling of recyclable materials.</p> <p>5. No damage to environment or other landscaped areas.</p>
<p>5.3 Mixed Waste</p> <p>a. The Contractor shall collect, segregate and dispose of all other waste at a registered Waste Transfer Station.</p> <p>b. From time-to-time, the Principal's Representative may grant approval for the temporary, short-term storage of such waste on site in approved areas or receptacles.</p>	<p>1. No litter;</p> <p>2. Appropriate disposal of green waste;</p> <p>3. Appropriate recycling of recyclable materials.</p>
<p>5.4 Hazardous Waste / Noxious Waste</p> <p>a. The Contractor shall:</p> <p>i. Report the occurrence of any hazardous or noxious waste material to the Principal's Representative immediately;</p> <p>ii. Supply and install barricades to restrict access to the area containing the noxious material until it has been removed.</p> <p>b. The Principal's Representative will determine the method of removal.</p>	<p>1. No harm to public;</p> <p>2. Prompt reporting;</p> <p>3. Appropriate disposal of hazardous / noxious waste.</p>

6 SITE INFORMATION & ADMINISTRATION

6.1 General

Specific Service Activities	Specific Service Outcomes
<p>a. The Contractor is responsible for:</p> <p>i. All matters pertaining to soft landscape (garden) maintenance;</p> <p>ii. Taking measures to understand the issues that best represent SOPA interests and objectives;</p> <p>iii. Liaising with other parties, including supplies and other maintenance contractors, to ensure SOPA objectives are met and that any works carried out minimise downtime or otherwise affect the operation of Sydney Olympic Park;</p> <p>b. It is the Contractor's responsibility to:</p> <p>i. Clearly communicate the contract requirements detailed in The Services to all on-site personnel to ensure that they have all relevant information about the site and the contract to enable them to fulfil the contract requirements.</p> <p>c. The Authority reserves the right to communicate the contract requirements detailed in The Services to any or all of the Contractor's on-site personnel, including sub-contractors. This may include providing a copy of The Services to the Contractor's personnel or sub-</p>	<p>1. Full compliance with all contractual requirements;</p> <p>2. No delays to site operations or events;</p> <p>3. Contractors staff & sub-contractors aware of contract requirements;</p> <p>4. Full compliance with all contractual requirements.</p>

Specific Service Activities	Specific Service Outcomes
contractors.	

6.2 Public Safety

Specific Service Activities	Specific Service Outcomes
<p>a. The Contractor shall:</p> <ul style="list-style-type: none"> i. At all times be aware of the need for public safety while undertaking the Work; and ii. Allow for attendance, signage, barriers and traffic control where appropriate 	<p>1. No harm to public.</p>

6.3 Invoicing

Specific Service Activities	Specific Service Outcomes
<p>a. During the first week of each calendar month, the Contractor shall submit the following:</p> <ul style="list-style-type: none"> i. One invoice for all routine maintenance work under the contract for the previous month, quoting the Authority's Purchase Order number. ii. A statutory declaration in accordance with the Agreement Conditions – Clause 5.2 and Preliminary Schedule 2.2.6. iii. One invoice quoting the Authority's Purchase Order number and, where applicable, the Authority's Work Order and Incident numbers for all breakdown maintenance or 'variation' works performed during the previous month. 	<p>1. No incorrect invoices submitted;</p> <p>2. All invoices paid according to payment terms.</p>

6.4 SOPA Management Plans

Specific Service Activities	Specific Service Outcomes
<p>a. The Contractors must be aware of and comply with the provisions of:</p> <ul style="list-style-type: none"> i. The SOPA Frog Management Plan, May 2002 (in particular protocols 6.10 to 6.15 and 6.1; ii. The Parklands at Sydney Olympic Park – Plan of Management (the Parklands Plan of Management) Approval Conditions 3.2 to 3.5, 3.7 to 3.9 and 3.13; iii. The SOPA Wilsonia Management Plan (in particular protocols 6.1, 6.2 and 6.4; and iv. The relevant SOPA Vegetation Management Plans for each precinct. Authority Site Induction; and <p>b. Copies of the above management plans are available for viewing at the Authority's office at 7 Figtree Drive, Sydney Olympic Park.</p>	<p>1. Contractors staff & sub-contractors aware of contract requirements;</p> <p>2. No damage to sensitive environments covered by specific management plans e.g. Frog Management Plan;</p> <p>3. No breach of applicable laws, licences, plans and the like.</p>

6.5 Site Inductions and Restricted Access

Specific Service Activities	Specific Service Outcomes
<p>a. The Contractors proposed on-site site staff and sub-contractors shall undergo the following inductions or receive the relevant instruction from the Authority before commencing work under this contract:</p> <ul style="list-style-type: none"> v. Sydney Olympic Park Authority Site Induction; and vi. Ecology induction. <p>b. The Contractor must arrange with the Principal's Representative for</p>	<p>4. Contractors staff & sub-contractors aware of contract requirements;</p> <p>5. No damage to sensitive environments covered by specific management</p>

Specific Service Activities	Specific Service Outcomes
<p>new or replacement contractor staff and sub-contractors that may commence work on the site before or during the contract term to undergo the inductions referred to in a. above or receive the relevant instruction from the Authority before commencing work under this contract.</p> <p>c. From time-to-time, the Principal may require the Contractor to undergo additional inductions or instruction before undertaking works in other Sydney Olympic Park precincts that do not form a part of this contract.</p>	<p>plans e.g. Frog Management Plan;</p> <p>6. No breach of applicable laws, licences, plans and the like.</p> <p>7. Full compliance with all contractual requirements.</p>

6.6 Traffic Control

Specific Service Activities	Specific Service Outcomes
<p>a. The Contractor shall:</p> <p>i. Prepare and submit to the Principal's representative a Traffic Management Plan (TMP) that complies with AS1742.2 and AS1742.3 where any works that are to be undertaken on or near roads may interfere with the normal use of a road by any road user.</p> <p>ii. Submit the Traffic Management Plan with the Work Permit Application.</p> <p>iii. Ensure that staff working on or near roads or involved in work that may cause interference to the normal use of a road, are trained in Traffic Control and certified by the Roads and Traffic Authority.</p> <p>iv. Ensure that personnel responsible for designing traffic control set-up hold a current RTA 'Red Card'.</p> <p>v. Ensure that personnel responsible for setting up traffic control equipment hold a current RTA 'Yellow Card'.</p> <p>b. Refer to the Roads and Traffic Authority's Traffic Control at Work Sites document on the RTA website www.rta.nsw.gov.au/trafficinformation for up-to-date guidelines on traffic control.</p>	<p>1. No harm to public;</p> <p>2. No OH&S incidents;</p> <p>3. No breach of applicable laws, licences, regulations, plans and the like.</p> <p>4. No breach of applicable traffic management laws and guidelines;</p> <p>5. No traffic accidents.</p>

6.7 Amenities

Specific Service Activities	Specific Service Outcomes
<p>a. The Contractor is informed that:</p> <p>i. Public toilet facilities are available throughout Sydney Olympic Park.</p> <p>ii. Showers are available for emergency situations at the Place Management Centre and the Bicentennial Park administration area.</p> <p>iii. No other facilities are available for Contractor's staff at Sydney Olympic Park under this contract.</p>	<p>1. No OH&S incidents.</p>

6.8 Sydney Olympic Park Events

Specific Service Activities	Specific Service Outcomes
<p>a. The Contractor is informed that from time-to-time, special events will occupy areas of the Site.</p> <p>b. So as not to disrupt events, the Contractor shall, on direction by the Principal's representative or other authorised personnel:</p> <ol style="list-style-type: none"> Cease work immediately; and Carry out such work at an alternative time mutually agreed between the Principal's representative and the Contractor. <p>c. Where possible the Principal's representative will advise the Contractor in advance if any event is likely to affect the contract area and result in the need to adjust the work programme.</p>	<ol style="list-style-type: none"> No events disrupted; No events disrupted; No harm to public; No events disrupted.

6.9 Site Access and Work Hours

Specific Service Activities	Specific Service Outcomes				
<p>a. The contractor shall perform all works within the following times:</p> <table border="1"> <thead> <tr> <th>Days</th><th>Times</th></tr> </thead> <tbody> <tr> <td>Monday to Friday</td><td>6:00 a.m. – 6:00 p.m.</td></tr> </tbody> </table> <p>b. Note that the Principal's Representative may authorise access to the site outside these hours.</p>	Days	Times	Monday to Friday	6:00 a.m. – 6:00 p.m.	<ol style="list-style-type: none"> No disruption to park visitors during weekends or public holidays.
Days	Times				
Monday to Friday	6:00 a.m. – 6:00 p.m.				

6.10 Harvested and Recycled Water

Specific Service Activities	Specific Service Outcomes
<p>a. The Contractor shall:</p> <ol style="list-style-type: none"> Note and inform all of the Contractor's personnel and sub-contractors that all water used at Sydney Olympic Park for irrigation, toilet flushing and water features is either reclaimed or harvested water and is not suitable for drinking, cooking, personal washing etc; Note that further information about harvested or recycled water is available from the Authority's Manager, Water and Energy on telephone 9714 7404 or facsimile 9714 7054. 	<ol style="list-style-type: none"> No OH&S incidents. Contractor aware of further information source.

6.11 Fauna Protection and Control

Specific Service Activities	Specific Service Outcomes
<p>a. The Contractor is informed that:</p> <ol style="list-style-type: none"> Green and Golden Bell Frogs and other native fauna species are found throughout Sydney Olympic Park in areas of long grass and wet ground; All native animals are protected under the <i>National Parks and Wildlife Act 1974</i> and it is an offence to catch or interfere with them except under licence; and All native and non-native animals are protected by legislation, even if they are not threatened species. Committing an act of cruelty on any animal is an offence under the <i>Prevention of Cruelty to Animals Act 1979</i>. In particular, pest and feral animal control must be conducted humanely. 	<ol style="list-style-type: none"> No damage to sensitive environments covered by specific management plans e.g. Frog Management Plan. No breach of applicable laws, licences, regulations, plans and the like.

6.12 Supply of Labour, Materials and Equipment

Specific Service Activities	Specific Service Outcomes
<p>a. The Contractor shall supply:</p> <ul style="list-style-type: none"> i. All materials, plant, equipment, consumables and labour to complete all routine maintenance activities, including pesticides and fertilisers, except where specifically stated otherwise in this specification; and ii. All materials, plant, equipment consumables and labour to complete breakdown maintenance tasks or variations where approved in advance by the Principal's Representative upon submission of a quote or variation for the works. <p>b. The Contractor shall supply labour for breakdown maintenance and variations in addition to the labour supplied for Routine Maintenance. Breakdown maintenance and variation work must not impact on Routine maintenance programming.</p> <p>c. The Principal shall supply:</p> <ul style="list-style-type: none"> i. Water-saving crystals for new or replacement planting; and ii. Bulk mulch, top-dressing media and decomposed granite delivered to a single, on-site location only. <p>d. Alternatively, the Principal may:</p> <ul style="list-style-type: none"> i. Arrange for the Contractor to collect mulch or other bulk materials from a nominated supplier; or ii. Permit the Contractor to supply mulch or other bulk materials from a nominated supplier at rates or prices approved by the Principal. <p>e. The Principal may supply other soil ameliorants from time-to-time for the contractor to apply at the manufacturer's recommended rates.</p>	<ul style="list-style-type: none"> 1. Full compliance with all contractual obligations; 2. No works occur without prior SOPA approval; 3. Extra works have no impact on routine programs. 4. No water-stressed new plants; 5. Constant on-site supply of bulk materials; 6. Efficient bulk materials supply for large projects; 7. Efficient bulk materials supply for large projects; 8. Ready, on-site supply of relevant goods.

7 CONTRACT PERFORMANCE MANAGEMENT

7.1 General

Specific Service Activities
<p>a. In order to measure contract compliance, facilitate continuous improvement and open communication between the parties, a performance management system has been incorporated into this maintenance service contract.</p> <p>b. The Contract clearly identifies the General Service Outcomes, Specific Service Outcomes and Contract Workmanship Standards that the Contractor must deliver under the Contract.</p> <p>c. Performance assessments during the term of the contract will assist both the Authority and the Contractor to reach a common understanding of the expectations of both parties about the services to be performed.</p> <p>d. The system is designed to identify areas in which the Contractor is excelling and areas that need improvement. It also provides opportunity for feedback to the Authority about areas of its performance to the Contractor and / or issues of contract clarity and administration.</p>

7.2 Forms

	Specific Service Outcomes
<p>7.2.1 Monthly Contractor Performance Evaluation Form</p> <p>a. This form, completed monthly, shall provide for an evaluation of the Contractor's performance in the five key performance areas and shall</p>	<ul style="list-style-type: none"> 1. Comparable views of

	Specific Service Outcomes
<p>form the basis for the six monthly performance reviews between the Authority and the Contractor.</p> <p>b. Both the Principal's Representative and the Contractor shall:</p> <ol style="list-style-type: none"> Complete the form within one week prior to each scheduled monthly contract review meeting upon reviewing the Contractor's performance against The Services and the key performance criteria; Compare and discuss each-other's scores and comments on the Contractor Performance Evaluation Forms at each monthly contract review meeting and agree on final scores for the relevant criteria; Discuss and agree on remedial action required, if any, to address the Contractor's performance in order for the Contractor to increase the level of compliance with contract requirements. <p>c. Both the Contractor and the Principal shall consider the Contractor's performance in the given period and discuss the ratings.</p> <p>d. The Principal's Representative shall document notes and comments from the meeting on the form as a record and means of feedback.</p> <p>e. The Principal's Representative shall complete the form and provide a copy on request to the Contractor. The Contractor shall sign the form as a true and accurate record of the performance review.</p>	<p>Contractor's performance documented;</p> <ol style="list-style-type: none"> No 'Unacceptable' scores on monthly contractor performance evaluations. No delays in evaluating Contractor's performance; Agreement on Contractor's performance reached; Remedial work programme agreed; Open communication between parties; Accurate documentation; Accurate records kept.
<p>7.2.2 Performance Criteria</p> <p>On the Contractor Performance Evaluation Form, the Principal shall assess the Contractor's performance against the following criteria:</p> <p>a. General Service Outcomes – Work Programming and Resourcing</p> <ol style="list-style-type: none"> Ability to meet timeframes Updating or modifying the program to account for delays, inclement weather or other environmental issues Response to matters outside the Contractor's control <p>b. Management and suitability of site staff and subcontractors</p> <ol style="list-style-type: none"> Adequacy of the number of site personnel Efficient use of resources for the work Level of staff compliance with contract requirements Control of site personnel Control of subcontractors Observance of site rules, procedures and contract requirements Appearance and conduct Incidents of damage and/or environmental harm <p>c. Standard of Work</p> <ol style="list-style-type: none"> The standard of work will generally be measured against the requirements of the specification. An inspection program will be undertaken by the Principal with the Contractor no less than monthly using the Monthly Performance Monitoring assessment Form Conformance with specified performance criteria including number of 'Place Manager' incidents Extent of remedial works to be carried out due to contractor performance 	<ol style="list-style-type: none"> No scheduled works running late; All extra works completed within set timeframes; No complaints about landscape presentation; Full compliance with Contract requirements; No infringement notices or warnings issued; No complaints about staff conduct; No damage to SOPA assets; Full compliance with contract requirements; No 'Place Manager' incidents issued to Contractor; No damage to SOPA assets; No complaints from the public about landscape presentation or contractor

	Specific Service Outcomes
<ul style="list-style-type: none"> iv. Timely response to non-conformance with performance criteria matters raised by the Authority v. Number and nature of complaints from the public concerning the Services vi. Compliance with work method statements as part of the periodic programmed maintenance activities vii. Compliance with environmental obligations specifically nominated in the contract & or the contractors environmental management plan <p>d. Occupation Health & Safety; and</p> <ul style="list-style-type: none"> i. Compliance with OH&S obligations ii. Compliance with OH&S issues specifically nominated in the contract and or the contractors OH&S Management system iii. Compliance with work method statements iv. The number of accidents/incidents reported in the period v. The number of directions issued to the Contractor concerning safety <p>e. Monthly Reporting – Contract Administration and Communications.</p> <ul style="list-style-type: none"> i. Commitment to a cooperative approach to the timely resolution of issues ii. Effective management reporting <p>f. Compliance with the contract concerning reporting, invoices declarations and program development.</p> <p>The Contractor Performance Evaluation Form is at The Services – Appendix 3 – Forms.</p>	<ul style="list-style-type: none"> performance; 12. Full compliance with work method statements; 13. No damage to sensitive environmental areas; 14. No defect notices issued to the Contractor; 15. No rectification notices issued to the contractor; 16. No corrective action plan required; 17. No direction notices issued 18. No termination procedures commenced; 19. No OH&S incidents; 20. No directions issued to contractor relating to safety; 21. Full compliance with work method statements; 22. No late reports; 23. No incomplete reports; 24. No late invoices

7.3 Rating System

	Specific Service Outcomes
<p>a. The Principal and the Contractor shall rate the Contractor's Performance in accordance with the above key performance criteria and rate it in accordance with the following definitions:</p> <p>1 – Superior – standard well above the required standard of performance;</p> <p>2 – Good – standard satisfactory and often exceeds the required standard of performance;</p> <p>3 – Acceptable – mostly meets the required standard of performance but has some weaknesses;</p> <p>4 – Unsatisfactory – many weaknesses, has not met the required standard of performance;</p> <p>5 – Non-compliance / Unacceptable – major breach of contract, blatant non-compliance with contract resulting in an incident of significant environmental harm; safety risk and injury to public; or legislative breach to the Authority.</p>	<ul style="list-style-type: none"> 1. No 'Unacceptable' scores on monthly contractor performance evaluations. 2. No defect notices issued to the Contractor; 3. No rectification notices issued to the contractor; 4. No corrective action plan required; 5. No direction notices issued 6. No termination procedures commenced.

7.4 Performance Management

a. In the event of good KPI performance, the Principal may:

<ul style="list-style-type: none"> i. Extend the term of the contract in accordance with the provisions of the Agreement Conditions – Clause 3.1 – Term of Contract; or ii. Offer the Contractor additional works in accordance with the Agreement Conditions – Clause 1.9 – As Required or Irregular Services.
<ul style="list-style-type: none"> b. The Authority may terminate this Contract in accordance with The Agreement Conditions – Clause 6.4 – Termination if: <ul style="list-style-type: none"> i. The Contractor does not obtain an overall rating of “acceptable” or higher in the Contractor Performance Evaluation Form for any review; and ii. In the opinion of the Authority the Contractor does not take all steps practicable to improve its performance to an “acceptable” or higher rating before the next monthly review.
<ul style="list-style-type: none"> c. The Contractor Monthly Performance Evaluation Form is at Appendix 3.

7.5 Key Performance Indicator Criteria

Specific Service Activities	Specific Service Outcomes						
<p>a. The Principal shall formally evaluate the Contractor’s performance on a monthly basis using one, all, or a combination of, the following key performance indicators and frequencies:</p> <ul style="list-style-type: none">i. The level of compliance with contract specifications – Random audits – (daily);ii. Routine contract incident (non-performance) reports (monthly total);iii. Independent contract audit results (6-monthly);iv. Assessment of set tasks / extra works completed (quarterly);v. Integrated Open Space Survey results (annual);vi. Patron feedback survey results (periodic);vii. Contractor Performance Evaluation Forms (monthly). <p>Reward / Recourse Regime</p> <p>b. Defect Notices</p> <ul style="list-style-type: none">i. The Principal may issue negative Performance Points for any non-compliance with The Services other than in relation to the KPI minimum standards. Such non-compliance shall be recorded in a Defect Notice at the absolute discretion of the Principal. <p>c. Effect of Good KPI Performance</p> <ul style="list-style-type: none">i. The Principal may extend the term of the contract in accordance with the provisions of the Agreement Conditions – Clause 3.1 – Term of Contract.ii. The Principal may offer the Contractor additional works in accordance with the Agreement Conditions – Clause 1.9 – As Required or Irregular Services. <p>d. Effect of Poor KPI Performance</p> <ul style="list-style-type: none">i. The following table describes the requirements for each level of Poor KPI Performance achieved: <table><tr><th>Level</th><th>Description</th><th>Actions</th></tr><tr><td>1</td><td>Rectification notice</td><td>1. The Contractor rectifies defective work at no cost to the Principal, by the</td></tr></table>	Level	Description	Actions	1	Rectification notice	1. The Contractor rectifies defective work at no cost to the Principal, by the	<ul style="list-style-type: none">1. Full compliance with contract specifications.2. No ‘Place Manager’ incidents issued;3. All areas meet landscape presentation standards;4. All extra works completed within set timeframes;5. Minimum 90% satisfaction rate in IOSS survey results.6. No complaints about landscape presentation;7. No ‘Unacceptable’ scores on monthly contractor performance evaluations.8. No defect notices issued to the Contractor;9. No termination procedures commenced.10. Contract rolled over in accordance with the relevant Contract provision and available budgets;11. Extra work offered to the Contractor if available;12. Defective work corrected by the stipulated deadline;
Level	Description	Actions					
1	Rectification notice	1. The Contractor rectifies defective work at no cost to the Principal, by the					

Specific Service Activities			Specific Service Outcomes		
		Principal's instructed deadline.			
2	Correct Action Plan	<div>1. The Contractor assesses the underlying cause/s of failure and prepares a Corrective Action Plan to prevent such failures.</div> <div>2. The Principal approves the Corrective Action Plan.</div> <div>3. The Contractor implements the actions by the agreed deadline.</div>	<div>13. Cause of failure identified and rectified;</div> <div>14. No further incidents occur;</div>		
3	Direction Notice	<div>1. The Principal makes its own assessment of the underlying cause/s of failure with full cooperation from the Contractor.</div> <div>2. The Principal issues a Direction Notice to the Contractor.</div> <div>3. The Contractor complies with the Direction Notice by the agreed deadline.</div>	<div>15. Cause of failure identified and rectified;</div> <div>16. Full compliance with Direction Notice;</div> <div>17. No further incidents occur;</div>		
4	Termination	<div>1. The Principal determines, in its absolute discretion, as to whether the contract will be terminated in full or in part.</div> <div>2. Should termination result, the Contractor must pay for the cost of changeover to a new Contractor.</div> <div>3. Should the relationship continue, the cost of continued service must be at a significant cost reduction agreed by the parties, unless the parties agree on alternative action/s.</div> <div>4. For a continued relationship, the Principal will appoint an independent party, at the cost of the Contractor, to evaluate the causes of failure and develop a corrective action plan that the Contractor must implement by the date specified by the Principal.</div>	<div>18. Course of action determined;</div> <div>19. No cost to the Principal for change of Contractor;</div> <div>20. Reduced cost of service agreed or alternative action agreed;</div> <div>21. Principal satisfied with resultant level of service and presentation;</div> <div>22. Corrective action plan implemented by Contractor;</div>		
<div>ii. The following tables outlines the consequences of the KPI Failures and corresponding action to be taken by the Principal:</div>					
<div>Total number of KPI Failures</div>		<div>Number of Occurrences of the same KPI Failure in consecutive months</div>			
		<div>1</div>	<div>2</div>	<div>3</div>	<div>More</div>
<div>1</div>		<div>Level 1</div>	<div>Level 2</div>	<div>Level 3</div>	<div>Level 4</div>
<div>2</div>		<div>Level 1</div>	<div>Level 2</div>	<div>Level 3</div>	<div>Level 4</div>
<div>3</div>		<div>Level 2</div>	<div>Level 3</div>	<div>Level 4</div>	<div>Level 4</div>
<div>More</div>		<div>Level 3</div>	<div>Level 4</div>	<div>Level 4</div>	<div>Level 4</div>
				<div>23. All non-compliances documented and discussed throughout the contract term;</div>	

A KPI Pyramid and examples about using the above KPI system are at The

Specific Service Activities	Specific Service Outcomes
Services – Appendix 6.	

8 GLOSSARY

In this Specification the following definitions apply:

Term	Definition
Amenity	The current existence of healthy, pleasant and agreeable community surroundings.
Approved Location	An authorised Waste Transfer Station registered to accept such waste, or other place acceptable to the Principal's Representative.
Compliance audit	An assessment of compliance with statutory requirements administered by the EPA, plus compliance with the Environmental Protection and Biodiversity Act, the Threatened Species Conservation Act and other management documents such as the SOPA Frog Management Plan, the parklands plan of management and the like.
Conditioner	A material used for the conditioning of plant material and/or soil media.
Conditioning	The application of materials and cultural practices to improve the health, sustainability and usability of plant material and/or soil media.
Contaminant	A substance that is not naturally present in the environment or that is present in unnatural concentrations or amounts, and which can (in sufficient concentration) adversely alter an environment.
DECC	The NSW Department of Environment & Climate Change.
Dryland Grassed Area	A grassed area made up of a variety of annual and or perennial grass species, usually not irrigated.
Ecological risk assessment	A process that evaluates the likelihood of adverse ecological effects that result from exposure to one or more environmental pollutants.
Ecosystem	Any system in which there is interdependence of, and interaction between, living organisms and their immediate physical, chemical and biological environment.
Endangered Ecological Community	Plant or animal communities listed in the Threatened Species Conservation Act 1995.
EPA	The NSW Environment Protection Authority.
Frog Pond	A shallow body of water up to one metre deep constructed for the purpose of providing habitat for the Green and Golden Bell Frog.
Garbage	All refuse other than trade waste and effluent and is not confined to organic waste materials, usually food wastes that decompose and putrefy.
Green waste	Organic putrescible material including foodstuffs, grass and wood as specified in the National Waste Classification System.
Habitat	The specific area or environment in which a particular type of plant or animal lives. An organism's habitat provides all the basic requirements for life and should be free of harmful contaminants.
Herbicide	A chemical used for the control of weeds.
Indigenous	Native to a particular region or environment.
Landscape Element	A structural or horticultural component of a precinct.
Lawn	A grassed area planted with turf grass and kept close mown.
Litter	Solid waste that has been carelessly discarded and is outside the collection system.
Macrophyte	A type of plant that grows predominantly in wetland areas or semi submerged conditions, including sedges, reeds and rushes.
Mass Planting Area	An area planted out with a variety of trees shrubs, grasses ferns and other plants, usually with a cover of mulch.

Migratory Birds	Birds that undertake seasonal migration including species protected by international treaties.
Monitor	To systematically and repeatedly measure a parameter in order to track changes.
Native Grassland	An area planted out predominantly with native grass species. Such an area may include trees.
NPWS	National Parks and Wildlife Service – now a Division of the NSW Department of Environment and Climate Change.
Non-selective herbicide	A herbicide that controls all plant types.
Noxious Weed	A plant that is declared noxious as defined under The Noxious Weeds Act (1993).
Noxious Material	Any material requiring a licence to remove it, such as asbestos.
Pathogen	A disease-causing agent, especially a virus, bacterium or fungus.
Pavement	An area paved with unit paving bricks, concrete, asphaltic concrete, decomposed granite, gravel or other material that provides a firm, stable surface for vehicular or pedestrian use.
Performance indicator	A statement that defines how the success of a program is to be measured and the criteria to be used in judging success.
Pesticide	A general term used to describe any substance (usually chemical) used to destroy or control organisms (pests); includes herbicides, insecticides, algaecides, fungicides and others.
Playing Field	A field used for sporting activities.
Porous Paving	Resin coated gravel or other substance placed in situ and levelled to create a level, water permeable paved surface. It is not trafficable.
Precinct	A defined zone within the contract area as shown on the contract plans.
Pre-emergent Herbicide	A herbicide that prevents weed seed from germinating, or controls them soon after germinating.
Refuse	Includes, but is not restricted to, containers of any kind, timber, rocks, household refuse (furniture, appliances, carpets etc) any type of metal object or any other type of material which has been dumped or placed without authorisation.
Sedge	Grass-like plants growing in wetland areas or alongside waterways.
Selective Herbicide	A herbicide used to control selected types of plants.
Slashing	Cutting of grass using an implement or machine that cuts the grass in a rotary motion.
Threatened Species	Species listed as 'endangered' or 'vulnerable' under the Threatened Species Conservation Act 1995.
Turf	A surface layer of earth or ground containing a matt of grass and grass roots so as to form a kind of mat, sward or sod.
Weed	A herbaceous plant not valued for use or beauty, growing wild and rank, and regarded as cumbering the ground or hindering the growth of desired vegetation. This is often simplified as a plant growing where it is not wanted.
Wetlands	Habitats where the influence of surface or ground water has resulted in the development of plant or animal communities adapted to such aquatic or intermittently wet conditions.

END OF SECTION "THE SERVICES"

THE SERVICES

APPENDIX 1

PLANS AND DRAWINGS

The Principal shall make Plans and Maintenance Manuals available to the Contractor to assist the Contractor with the Work under the Contract.

Plan No	Rev	Plan Title
001-L-G-0027	G	LANDSCAPE PRECINCT BOUNDARIES
To be advised	C	WILSON PARK
To be advised	C	BLAXLAND RIVERSIDE PARK
To be advised	C	NEWINGTON ARMORY
To be advised	B	WOO-LA-RA
To be advised	A	PARKLANDS JUNCTION
To be advised	B	NARAWANG WETLANDS
To be advised	B	HASLAM'S CREEK FLATS
To be advised	B	HASLAM'S REACH
To be advised	B	ARCHERY CENTRE
To be advised	B	WENTWORTH COMMON
To be advised	C	KRONOS HILL
To be advised	B	BRICKPIT
To be advised	B	BADU MANGROVES
To be advised	B	BICENTENNIAL PARK
001-G-G-0097	A	GREEN AND GOLDEN BELL FROG MANAGEMENT ZONES

Note that it is not possible to show all landscape details on the plans owing to the scale, layering and complexity of the landscape elements present in each precinct.

It is the Contractor's responsibility to inspect each area and maintain all landscape elements present according to the requirements of The Services.

**TENDERERS SHALL NOTE THAT THE ABOVE PLANS
ARE NOT AVAILABLE VIA THE WEBSITE OR VIA E-
MAIL.**

**TENDERERS WILL BE ISSUED WITH A CD OF THE
PLANS AT THE MANDATORY TENDER
MEETING/INSPECTION**

THE SERVICES

APPENDIX 2

SAMPLE MONTHLY REPORT SHEET

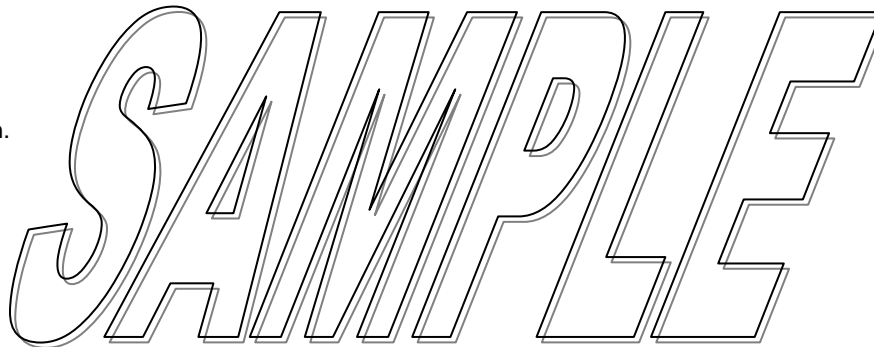
LANDSCAPE CONTRACT – MONTHLY REPORT FOR (MONTH) (YEAR)	July 2009
CONTRACT NO.	SOPA 158
REPORT COMPLETED BY:	

Precinct or Zone	Landscape Element	Required Standard Achieved (Yes/No)	If Standard Not Achieved			Comments / Notes
			Details	Intended Remedial Action	Expected Date for Achievement	
Bi Park – Silent Hearts	Gardens	No	Weeds throughout gardens.	Hand pull weeds	5 August 2009	
	Trees	No	Mulch levels too low	Top up mulch to 75 mm depth	15 August 2009	
Haslam's Ck Flats – Teal Pond	Gardens	No	Weeds in gardens	Hand pull	10 August 2009	
	Native Grasses	No	Gaps in planting	Supplement planting	31 August 2009	Quote 133XYZ submitted on 30 July for approval
	Mulch levels	No	Less than 75 mm in many areas	Top up mulch	30 Sept 2009	Quantity of mulch required = 300 m3 – SOPA to supply.

Comments

For example:

- Defective or malfunctioning elements.
- Damage to any SOPA asset including irrigation.
- Vandalism.
- Public or occupational safety issues.
- Deterioration in health of any turf or plants.
- High litter levels and dumped waste.
- Evidence of unauthorised access.
- Pest fauna levels.


Repairs Undertaken

- List any repairs undertaken to any landscape elements including the nature and location of the work.

Programming

- Explain any impediments to adhering to any approved maintenance programmes.
- Include recommendations or suggested changes to the programme.

Variations and Quotes

- List variations and quotes submitted for approval – include Variation or quote number, summary of the variation or quote, and the date submitted to the Principal's Representative.
- List variations, quotes and work orders completed or not approved, and those approved but still outstanding.
- Provide any other information that the Contractor considers relevant to the maintenance of Sydney Olympic Park.

New or Replacement Plant Details

- List the number, species and location of any plant material installed, including site plans.

Incidents and Work Orders

- Provide a summary of Place Manager incidents that the Principal's Representative has issued to the Contractor during the previous month, including the Incident number, the incident details and the actual or anticipated completion date.
- Include a summary of Place Manager work orders issued to the Contractor during the previous month, including the Incident number, work order number, the incident details and the number, the incident details and the actual or anticipated completion date.

Chemical Use

- Include a summary of chemical use for the previous month including the pest, disease or weed involved, the application dates, the area to which the chemicals were applied and the effectiveness or otherwise of the application. (refer to The Services – Clause 5.2 h.i.).

Attachments

- Monitoring results.
- OH&S Statistics for previous month.
- Waste and Purchasing data for previous month.
- Any other information required under the contract, by the Principal's Representative or that the Contractor considers relevant to the maintenance of Sydney Olympic Park.

THE SERVICES

APPENDIX 3

FORMS

CHEMICAL USE AUTHORISATION FORM

NOTE: The application of pesticides in gardens and native grass areas to control weeds is not permitted unless specifically approved by the Principal's Representative in advance.

COMPANY:			
CONTRACT NO:			
CHEMICAL NAME:			
ACTIVE CONSTITUENT:			
DETAILS OF USE:			
AREAS:			
PURPOSE / PEST TO BE CONTROLLED:			
DOSE / RATE:			
EQUIPMENT (method of application):			
APPLICATION DATE OR PERIOD:			
COMMENTS:			
PRE CHECK			
CHEMICAL USE RECORD	<input type="checkbox"/> (Tick for conformance)		
PRODUCT DATA REVIEW	<input type="checkbox"/>		
CORRECT APPLICATION	<input type="checkbox"/>		
APPLICANT:	Name:	Signed:	Date:
COMMENTS:			
APPROVAL / REFUSAL			
APPLICATION APPROVED OR (Delete one)			
APPLICATION REFUSED			
SOPA REPRESENTATIVE	Name:	Signed:	Date:
COMMENTS:			

WASTE AND PURCHASING DATA FORM

WASTE DATA			
Vegetation, Construction and Demolition Materials			
Month:			
Contractor:			
* Complete all categories – If none generated or recycled, please mark as "0" or "Nil". If data not known, please mark "Unknown"			
Material	Total Quantity Generated (Tonnes)	Total Quantity Recycled (Tonnes)	Comments (If applicable)
Vegetation waste			
Concrete			
Fill / Virgin Excavated Natural Material			
Asphalt			
Timber			
Bricks and roof tiles (& pavers)			
Glass			
Plasterboard			
Steel			
Non-ferrous metals			
Other (Please specify)	(Tonnes or Specify)	(Tonnes or Specify)	

PURCHASING DATA			
Landscaping and Construction Materials			
* Complete all categories - if none purchased or none purchased <i>with</i> recycled content, please mark as "0" or "Nil"			
Material	Total Quantity Purchased (Tonnes)	Quantity Purchased with Recycled Content (Tonnes)	Comments (If applicable)
Landscaping materials			
Concrete			
Fill / Virgin Excavated Natural Material			
Asphalt			
Aggregates			
Timber			
Sand			
Bricks and roof tiles (& pavers)			
Other (Please specify)	(Tonnes or Specify)	(Tonnes or Specify)	

MONTHLY CONTRACTOR PERFORMANCE EVALUATION FORM

LANDSCAPE MAINTENANCE – MONTHLY CONTRACTOR PERFORMANCE EVALUATION FORM

Contract Number:		For the Month of:		Preparation Date:	
Contractor:		Contractor Representative:		Principal's Representative:	

The Contractor's performance will be assessed in accordance with the performance criteria and rated in accordance with the following definitions

- 1 – Superior:** standard well above the required standard of performance
- 2 – Good:** standard satisfactory and often exceeds the required standard of performance
- 3 – Acceptable:** mostly meets the required standard of performance but has some weaknesses
- 4 – Unsatisfactory:** many weaknesses, has not met the required standard of performance
- 5 – Strict non-compliance / Unacceptable:** blatant disregard of contract requirements; environmental harm; breach of legislative requirements; harm to public

1.0	General Service Outcomes Work Programming & Resourcing	Contractor's Score	Authority's Score	Agreed Score	Comments
1.1	Ability to meet timeframes				
1.2	Updating or modifying the program to account for delays, inclement weather or other environmental issues				
1.3	Response to matters outside the Contractor's control				
	Total Score:				

Total Score Explanation: (Program & time management)	Superior: 3 Good: 4 – 6	Acceptable: 7 – 9 Unsatisfactory: 10 – 12	Strict non-compliance / Unacceptable:	13 – 15
--	--	--	--	---------

MONTHLY CONTRACTOR PERFORMANCE EVALUATION FORM

2.0	Management and suitability of site staff and subcontractors	Contractor's Score	Authority's Score	Agreed Score	Comments
2.1	Adequacy of the number of site personnel				
2.2	Efficient use of resources for the work				
2.3	Level of staff compliance with contract requirements				
2.4	Control of site personnel				
2.5	Control of subcontractors				
2.6	Observance of site rules, procedures and contract requirements				
2.7	Appearance and conduct				
2.8	Incidents of damage and/or environmental harm				
	Total Score:				

Total Score Explanation: (Management & suitability of site staff & subcontractors)	Superior: 8 Good: 9 – 16	Acceptable: 17 – 24 Unsatisfactory: 25 – 32	Strict non-compliance / Unacceptable:	33 – 40
--	---	--	--	---------

MONTHLY CONTRACTOR PERFORMANCE EVALUATION FORM

3.0	Standard of Work	Contractor's Score	Authority's Score	Agreed Score	Comments
3.1	The standard of work will generally be measured against the requirements of the specification. An inspection program will be undertaken by the Principal with the Contractor no less than monthly using the Monthly Performance Monitoring assessment Form				
3.2	Conformance with specified performance criteria including number of 'Place Manager' incidents				
3.3	Extent of remedial works to be carried out due to contractor performance				
3.4	Timely response to non-conformance with performance criteria matters raised by the Trust				
3.5	Number and nature of complaints from the public concerning the Services				
3.6	Compliance with work method statements as part of the periodic programmed maintenance activities				
3.7	Compliance with environmental obligations specifically nominated in the contract & or the contractors environmental management plan				
	Total Score:				

Total Score Explanation: (Standard of Work)	Superior: Good:	7 8 – 14	Acceptable: Unsatisfactory:	15 – 21 22 – 28	Strict non-compliance / Unacceptable:	29 – 35
---	----------------------------------	-------------	--	--------------------	--	---------

MONTHLY CONTRACTOR PERFORMANCE EVALUATION FORM

4.0	Occupation Health & Safety	Contractor's Score	Authority's Score	Agreed Score	Comments
4.1	Compliance with OH&S obligations				
4.2	Compliance with OH&S issues specifically nominated in the contract and or the contractors OH&S Management system				
4.3	Compliance with work method statements				
4.4	The number of accidents/incidents reported in the period				
4.5	The number of directions issued to the Contractor concerning safety				
	Total Score:				

Total Score Explanation: (Occupational Health & Safety)	Superior: 5 Good: 6 – 10	Acceptable: 11 – 15 Unsatisfactory: 16 – 20	Strict non-compliance / Unacceptable: 21 – 25
---	---	--	--

5.0	Monthly Reporting, Contract Administration and Communications	Contractor's Score	Authority's Score	Agreed Score	Comments
5.1	Commitment to a cooperative approach to the timely resolution of issues				
5.2	Effective management reporting				
5.3	Compliance with the contract concerning reporting, invoices declarations and program development				
	Total Score:				

Total Score Explanation: (Contract Administration & Communication)	Superior: 3 Good: 4 – 6	Acceptable: 7 – 9 Unsatisfactory: 10 – 12	Strict non-compliance / Unacceptable: 13 – 15
--	--	--	--

PLACE MANAGER INCIDENT FORM

New Incident: Please fill in relevant fields and fax to SOPA Parklands & Environment: **9714 7466**

Date:**Brief Description:****Description:****Location:****Additional Location:****Action Required:****Reported by:****Contact telephone:****Where are you from (tick one):**

State Rail
SOPA Contractors

Nature of incident (tick one):

Asset breakdown / Site Maintenance
Lost & Found
Accident of Injury
Spill or Hazard
Place enhancement
Damage or Defect

Vandalism / Graffiti
Modification or Change
Threat or Attack
Quality of Service
Enforcement / Non compliance
Complaints & Compliments

Urgency (tick one):

Immediate
1 day
3 days
1 week

Entered by (SOPA office use only):**Log ID allocated (SOPA office use only):**

CHEMICAL APPLICATION RECORD

Person who applied the chemical	Name:
	Address:
	Contact Telephone No:
Land owner / occupier	Sydney Olympic Park Authority
When the chemical was applied.	Date started:
	Date finished:
The chemical used	Full product name: (including letters or numbers that form a part of the product name)
Situation and Target Pest	Crop or situation:
	Targeted pest or disease:
Application method	Equipment used:
	Nozzle Settings:
Quantity	Quantity of chemical made up & used:
	Application Rate:
Location used	Property address:
	Delineation of area treated: (attach sketch or map of area covered)
Weather	Estimated wind speed & direction:
	Significant weather changes during application:
Record time	Time & date record made:
MSDS Reference	MSDS reference number:
Other	Include any other information required by the Pesticides Act 1999 (or as amended from time-to-time, or any other information required by any other legislation or as requested by the Principal's Representative.
Date submitted	Date:
Submitted by:	Name:

ACTUAL SERVICES PERFORMED

[illegible]

THE SERVICES

APPENDIX 4

ROSE PRUNING GUIDELINES

ROSE PRUNING GUIDELINES¹

1. Hybrid Tea Roses

Formative Pruning

Encourage the development of a multi-stemmed plant with strong shoots forming close to ground level to create a balanced framework of branches.

Remove damaged or broken shoots and cut back any shoots growing across the centre of the bush.

Prune back strong, healthy shoots to within 7 to 15 cm of ground level, cutting to an outward-facing bud.

Routine Pruning

The aim is to produce an open-centred plant with good circulation of air around the branches. Prune annually to remove all old and diseased wood and any weak, thin shoots and to encourage the production of vigorous new stems.

In late winter or early spring, cut back any dead, diseased or damaged stems as close to the healthy branches as possible. Always try to cut back to an outward-facing bud so that the centre of the bush does not become congested.

Remove any thin, weak shoots or shoots growing across the centre of the bush. If the old growth stubs have become overcrowded, remove them with a small pruning saw.

Cut back any shoots that are crossing close to one another, because stems that rub against each other will damage the bark and leave the rose open to disease. Finally, cut back all remaining shoots to about 25cm above soil level, cutting just above an outward-facing bud. Thinner shoots can be cut back to 15cm.

Remedial Pruning

Roses that are left unpruned tend to become overcrowded, and the dense mass of thin, weak, straggly stems will produce only a few poor flowers and leave the plant susceptible to pests and diseases. This can be overcome by hard pruning, which is better done in stages to minimise the likelihood of suckers emerging from the rootstock.

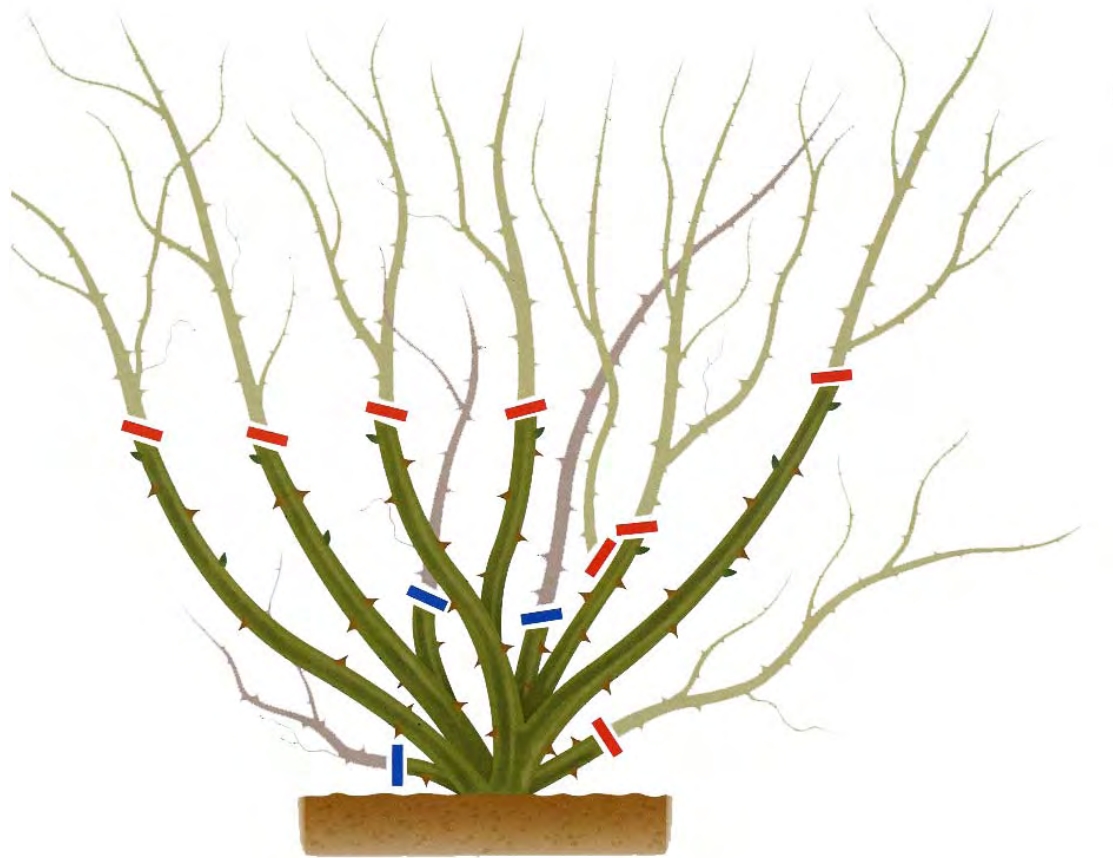
In winter, cut back half the old stem as close to the old branch framework as possible using a saw if necessary. Leave stubs 2.5 to 5cm long from which the new shoots will emerge.

In the second year, completely cut out any thin or weak shoots and remove any old branches that still remain.

The diagram below shows a typical example of how to prune hybrid tea roses.

Tools required:

- Sharp secateurs
- Long-handled pruners
- Pruning saw

Hybrid Tea Roses – Example pruning technique

- Routine Pruning
- Dead and defective growth

¹ Source: Bradley, Steve – The Pruners Bible – a Step-by-step Guide to Pruning, 2005 –
Murdoch Books Pty Ltd

THE SERVICES

APPENDIX 5

**SOPA PESTICIDE USE
NOTIFICATION PLAN**



CORPORATE INFORMATION

SOPA POLICY

Name: Pesticide Use Notification Plan

Policy No: POL07/2

Dept. File No: F06/1108

Business Unit: Operations & Sustainability

Officer Responsible: General Manager
Operations & Sustainability

Approving Officer: Chief Executive Officer

Date of Approval:

Version	Date
1	30 January 2007
2	May 2007



PESTICIDE USE NOTIFICATION PLAN

SYDNEY OLYMPIC PARK AUTHORITY

PESTICIDE USE NOTIFICATION PLAN

1. INTRODUCTION

This pesticide use notification plan has been prepared in accordance with the requirements of the *Pesticides Regulation 1995* (the Regulation). The plan sets out how the Sydney Olympic Park Authority will notify members of the community of pesticide applications it makes or allows to be made to public places that it owns or controls.

The aim of this plan is to meet the community's general right to know about pesticide applications made to outdoor public places that are owned or controlled by the Sydney Olympic Park Authority (the Authority). The plan allows members of the community to take action to avoid contact with pesticides, if they wish. The Authority ensures that pesticides are applied to public places in a safe, responsible manner, minimising harm to the community or the environment.

The plan sets out how the Authority will notify members of the community of pesticide applications made by the Authority to public places.

The plan describes:

- what public places are covered by the plan;
- who regularly uses these public places and an estimate of the level of use;
- how and when the Authority will provide the community with information about its pesticide applications in public places (i.e. what notification arrangements will be used);
- how the community can access this plan and get more information about the Authority's notification arrangements;
- how future reviews of the plan will be conducted; and
- contact details for anyone wishing to discuss this plan with the Authority.

This plan forms a component of the Authority's integrated pest management policy.

2. PEST MANAGEMENT POLICY

The Sydney Olympic Park Authority (SOPA) is committed to ecologically sustainable development and best practice with regard to pest management. Central to this commitment is the adoption of an Integrated Pest Management Strategy (IPMS), where maximum effort is placed on the use of biological and cultural controls and with minimal use of pesticides. IPMS enables the most appropriate controls to be considered and implemented so that there is less dependence on the use of pesticides.

In delivering this policy the Authority is committed to:

- Reducing the impact of existing and potential pest fauna and plant disease problems.
- Fostering practices that assist the natural control of pests and diseases, protect the environment (particularly water systems) and enhance biodiversity.
- Implementing practices and procedures that minimise the development of conditions which could result in the outbreak of pests and diseases.
- Ensuring that the quality of plantings is maintained at an optimum level to maximise the natural resistance of plants to pests and diseases.
- Ensuring that all plant material brought onto site is free of pests and diseases.
- Relying on effective non-chemical control, where practical, cost effective and achievable.
- Investigating alternative methods of control that have minimal adverse environmental impacts.
- Selecting the lowest toxicity pesticide to minimise environmental impact, where use is deemed necessary.
- Ensuring the safety of the public, the user, and other staff whenever pest management practices are used.
- Liaising with other agencies, industry and research organisations to ensure up-to-date practices are introduced.

In carrying out pest management, the Authority will meet the principles of its '*Environmental Sustainability Guidelines*' and comply with all the relevant planning, environmental and occupational health, safety and rehabilitation legislation and guidelines.

3. PUBLIC PLACES COVERED BY THIS PLAN

The Sydney Olympic Park Authority proposes to use or allow the use of pesticides in the following categories of outdoor public places that it owns and controls within the Park.

- Open Space Recreation Areas of the Parklands and the Public Domain areas of the Sydney Olympic Park Township, including the State Sports Centre.
- Playground areas
- Picnic Shelter and Barbeque areas
- Public sporting fields owned or operated by the Authority including Haslams Field and Archery Park
- Road verges and median strips.
- Pathways and Cycleways.
- Newington Nature Reserve (land owned by the Department of Environment and Conservation - National Parks and Wildlife Service, under the care and control of the Authority)

Interior of Public Buildings Although not required by the Regulation, this notification plan will also provide information on how notice will be provided to the community of pesticide use in the interiors of the following Sydney Olympic Park Authority buildings.

- Sydney Olympic Park Railway Station
- Public Amenities Blocks
- Sydney Olympic Park Visitors Centre
- Sydney Olympic Park Sports Halls
- Sydney Olympic Park Sports Centre
- Sydney Olympic Park Hockey Centre
- Sydney Olympic Park Aquatic and Athletics Centres
- Multi Storey Car Parks (P1 and P3)
- Public Buildings in the Newington Armory.
- Bicentennial Park Field Studies Centre

The Plan does not cover sites within Sydney Olympic Park that are privately owned. However, venue operators who hold long-term leases with the Authority such as Telstra Stadium, Sydney Showground, Acer Arena, Golf Driving Range and Tennis Centre, have been provided with a copy of this plan and have been asked to carry out public notification consistent with the Authority's plan. The Sydney Olympic Park Authority will not be providing notification in these leased areas. Notification will be provided by each of the venue operators.

The Authority's estimate of the level of community use, regular user groups and types of pesticide use in each of these categories of public places is summarised in Table 1.

Table 1 - Community Use of Public Places at Sydney Olympic Park

Public places	Regular user groups	Level of use of public place	Type of pesticide use
Parklands Open space and Public Domain in SOP Township	<ul style="list-style-type: none"> • Recreational park users • Event crowds • School groups • Tourists 	High	<ul style="list-style-type: none"> • Spot herbicides • Spot insecticides • Broadscale selective herbicides • Broadscale selective insecticides
Playground Areas	<ul style="list-style-type: none"> • Recreational park users • Young children 	Medium - High	<ul style="list-style-type: none"> • Spot herbicides • Spot insecticides • (note all playground areas at SOP have "softfall" and sand bases. Spot herbicide or insecticides are rarely used.
Picnic Shelter and Barbeque Areas	<ul style="list-style-type: none"> • Recreational park users 	Medium - High	<ul style="list-style-type: none"> • Spot herbicides • Spot insecticides • Bait rodenticides (these are placed inside the locked BBQ housings and are not accessible to public)
Public Sporting Fields/ Aquatic Centre	<ul style="list-style-type: none"> • Sporting groups • Recreational Park Users • Event crowds • School Groups • Elite Athletes 	High to Medium	<ul style="list-style-type: none"> • Spot herbicides • Spot insecticides • Broadscale selective herbicides • Broadscale selective insecticides
Road verges and median strips.	<ul style="list-style-type: none"> • Recreational park users 	Medium	<ul style="list-style-type: none"> • Spot herbicides • Spot insecticides • Broadscale selective herbicides
Pathways and Cycleways.	<ul style="list-style-type: none"> • Recreational park users 	High	<ul style="list-style-type: none"> • Spot herbicides • Spot insecticides
Newington Nature Reserve	<ul style="list-style-type: none"> • Escorted special interest groups 	Very Low	<ul style="list-style-type: none"> • Bio-rational mosquito control (aerial and hand spraying) • Spot herbicides • Spot insecticides
Interiors of public buildings (listed in Section 2 above)	<ul style="list-style-type: none"> • Recreational park users • Tourists • Sporting Groups • Public Transport Commuters • Elite Athletes 	Medium to High	<ul style="list-style-type: none"> • Spot insecticides • Spray insecticides for ant, termite, cockroach and spider control • Bait rodenticides

4. NOTIFICATION ARRANGEMENTS

This section of the plan describes how and when the Sydney Olympic Park Authority will provide notice of pesticide use in public places, including special measures for sensitive places that are adjacent to public places, arrangements for emergency pesticide applications and circumstances where notice will not be given.

These notification requirements are based on the Authority's assessment on:

- the level of usage of public places where pesticides may be used;
- the extent to which members of the public who are most likely to be sensitive to pesticides (e.g. young children, sick, pregnant and elderly people) and are likely to use these areas regularly;
- the extent to which activities generally undertaken in these areas could lead to some direct contact with pesticides (such as picnic areas where food is consumed; sporting or other recreational activities that result in contact with the ground); and
- type of pesticide used.

4.2 How and when notice of pesticide use will be provided

All Public Places Listed In Table 1

Sydney Olympic Park is a regional Park attracting local, national and international visitors.

Where feasible, areas of the Park being treated will be closed to public access during pesticide application to reduce the chance of the public coming into contact with the pesticide.

Clearly visible signs will be placed in the immediate vicinity of the area being treated with pesticides just prior to their application and removed after pesticide application has ceased. Where the pesticide label, permit or Pesticide Control Order requires a longer period of exclusion, this will be followed.

Aerial Mosquito Treatment – Newington Nature Reserve

Aerial mosquito spraying of the Newington Nature Reserve and hand based spraying of a small area of Bicentennial Park occurs up to five times per year between November and March. The mosquito control product contains the bacterium *Bacillus thuringiensis israelensis* (Bti) which is safe to people, pets other fauna and the environment.

Bti can only be applied during the second and third instar growth stages of a mosquito larva otherwise it is ineffective. Spraying only takes place after receiving advice from the University of Sydney's Department of Medical Entomology, which undertakes weekly monitoring of the wetlands for mosquito larval numbers, growth stages and tide levels. Generally, the Authority receives only 1 – 2 days prior notice that spraying is required. Spraying outside this period is ineffective.

As the Authority is not in a position to provide more than 1- 2 days prior notice that spraying is to occur, access gates to the areas to be aially sprayed will be closed the night before spraying is to commence. Signs will placed on the access gates advising why the area is closed, re-opening times and advice on the product being sprayed. Additionally, the Authority will provide e-mail advice to any members of the public wishing to receive prior notification.

In Bicentennial Park, clearly visible signs will be placed in the immediate vicinity of the area being treated with pesticides just prior to their application and removed after pesticide application has ceased.

Public Sporting Fields

- The main public sporting fields are located at the Athletics Centre and Warm Up Track. Broadscale selective herbicides and pesticides are only applied during times when these centres are closed to public access. Should there be an urgent need to treat for pests, signage will be placed in a prominent position advising that spraying is occurring and the public will be cleared before, during and immediately after spraying has ceased.
- A smaller community field known as Haslams Field is located adjacent to the Newington Public School. Notification will be as stated in the Sensitive Places Section below.

Interiors of public buildings (optional)

- For interiors of buildings controlled by the Sydney Olympic Park Authority spraying will only take place out of hours when the public cannot access the building unless there is an urgent need for spraying. If this occurs, signage will be placed in a prominent position that spraying is occurring and the public will be cleared before during and immediately after spraying has ceased.
- All bait rodenticides will be in lockable bait stations that do not allow the public to come into direct contact with the pesticide.
- At the Aquatic Centre, Athletic Centre, Sports Centre, Hockey Centre and Sports Halls all baits rodenticides are located in non-public areas.

Special measures for sensitive places

Clause 11J(1) of the *Pesticides Regulation* defines a sensitive place to be any:

- school or pre-school
- kindergarten
- childcare centre
- hospital
- community health centre
- nursing home
- place declared to be a sensitive place by the Environment Protection Authority.

The only sensitive place in the immediate vicinity of Sydney Olympic Park is Newington Public School. However, the Field Studies Centre also attracts a significant number of school excursion children from around the state so the following procedure will also apply to pesticide use within 100 metres of the Field Studies Centre.

Where feasible, pesticides will only be applied within 100 metres of Newington School and the Field Studies Centre on non-school attendance days (weekends, school holidays or on days when the Field Studies Centre is not in use). If this is not possible, Newington School will receive an e-mail or fax at least 2 days prior to pesticides being applied within 100 metres of the school boundary and Haslams field which is regularly used by school students.

Notification of emergency pesticide applications

In cases where emergency pesticide applications in public places are required to deal with biting or dangerous pests such as wasps, bees, venomous spiders, fleas, bird mites or rodents (that pose an immediate health hazard), where possible the public will be excluded from the area to be treated until the operation has ceased. Where the pesticide label, permit or Pesticide Control Order requires a longer period of exclusion, this will be followed.

Clearly visible signs will be placed in the immediate vicinity of the area being treated with pesticides just prior to their application and after pesticide application has ceased. Where the pesticide label, permit or Pesticide Control Order requires a longer period of notification, this will be followed.

Pesticide contractors and lessees of public places

Contractors: Where the Sydney Olympic Park Authority uses contractors to apply pesticides on its behalf, contractors will be required to adhere to the notification requirements of this plan. Future contracts will include clauses requiring notification as per this plan.

Lessees: Where persons or organisations hold an existing lease on Sydney Olympic Park Authority land that remains a public place such as Telstra Stadium, Sydney Showground, Acer Arena, Golf Driving Range and Tennis Centre, the operators will be provided with the Authority's plan and requested to carry out public notification consistent with this plan. The Sydney Olympic Park Authority will not be providing notification in these leased areas. Notification will be provided by each of the venue operators.

Public places where no notice will be provided

The Authority will not be providing notification in any of the public places it controls or owns when it uses minor quantities of pesticides that are available to the general public at retail outlets. For example, the use of baits or spray aerosol cans for minor control of indoor and outdoor pests.

5. WHAT INFORMATION WILL BE PROVIDED

In accordance with clause 11L(2)(g) of the Pesticides Regulation, notices of pesticide use will include the following information:

- the full product name of the pesticide to be used;
- the purpose of the use, clearly setting out what pest or pests are being treated;
- the proposed date/s or date range of the pesticide use;
- the places where the pesticide is to be used;
- contact telephone number and email address of a SOPA officer who people can contact to discuss the notice; and
- any warnings regarding re-entry to or use of the place, if specified on the pesticide product label or the APVMA¹ permit.

¹ The Australian Pesticides and Veterinary Medicines Authority (APVMA), the national government body responsible for assessing and registering (or otherwise approving) all pesticide products in Australia and for their regulation up to and including the point of retail sale.

6. HOW THE COMMUNITY WILL BE INFORMED OF THIS PLAN

The Sydney Olympic Park Authority will advise residents of this plan and its contents by:

- placing an advertisement in the local newspapers notifying residents that the draft plan is available for public comment;
- making a copy of the plan available for viewing, free of charge, at its main office at 7 Figtree Drive Sydney Olympic Park; and
- placing a copy of the plan on its website.

7. FUTURE REVIEWS OF THE PLAN

The notification plan will be reviewed every five years or when circumstances require a review of the plan. The review will include:

- a report on progress of implementing the plan
- public consultation on the notification methods outlined in the plan
- recommendation for alterations (if applicable) to the plan

8. CONTACT DETAILS

Anyone wishing to contact the Sydney Olympic Park Authority to discuss the notification plan or to obtain details of pesticide applications in public places should contact:

Manager Environment & Ecology
Sydney Olympic Park Authority
7 Figtree Drive
Sydney Olympic Park
Ph: 9714 7300
e-mail: enquiries@sopa.nsw.gov.au

or access the Authority's website www.sydneypark.com.au

THE SERVICES

APPENDIX 6

PERFORMANCE MANAGEMENT

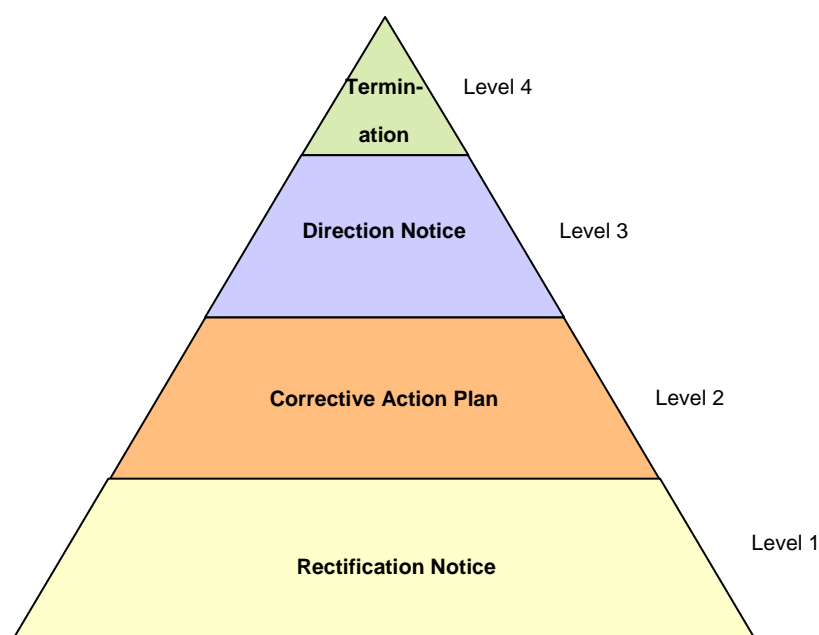
EFFECT OF GOOD KPI PERFORMANCE

In event of good KPI performance, the Principal may extend the term of the contract in accordance with the provisions of the Agreement Conditions – Clause 3.1 – Term of Contract.

The Principal may also offer the Contractor additional works in accordance with the Agreement Conditions – Clause 1.9 – As Required or Irregular Services.

EFFECT OF POOR KPI PERFORMANCE

In the event of any KPI failures, the following pyramid outlines the remedial action available to the Principal in addition to Performance Points:



Levels – The table below describes the requirements for each level:

Level	Description	Actions
1	Rectification notice	1. The Contractor rectifies defective work at no cost to the Principal, by the Principal's instructed deadline.
2	Correct Action Plan	1. The Contractor assesses the underlying cause/s of failure and prepares a Corrective Action Plan to prevent such failures. 2. The Principal approves the Corrective Action Plan. 3. The Contractor implements the actions by the agreed deadline.
3	Direction Notice	1. The Principal makes its own assessment of the underlying cause/s of failure with full cooperation from the Contractor. 2. The Principal issues a Direction Notice to the Contractor. 3. The Contractor complies with the Direction Notice by the agreed deadline.
4	Termination	1. The Principal determines, in its absolute discretion, as to whether the contract will be terminated in full or in part. 2. Should termination result, the Contractor must pay for the cost

Level	Description	Actions
		<p>of changeover to a new Contractor.</p> <p>3. Should the relationship continue, the cost of continued service must be at a significant cost reduction agreed by the parties, unless the parties agree on alternative action/s.</p> <p>4. For a continued relationship, the Principal will appoint an independent party, at the cost of the Contractor, to evaluate the causes of failure and develop a corrective action plan that the Contractor must implement by the date specified by the Principal.</p>

Application of the Levels – To determine the consequences of the KPI Failures and corresponding action to be taken by the Principal, the table below will be referred to.

Total number of KPI Failures	Number of Occurrences of the same KPI Failure in consecutive months			
	1	2	3	More
1	Level 1	Level 2	Level 3	Level 4
2	Level 1	Level 2	Level 3	Level 4
3	Level 2	Level 3	Level 4	Level 4
More	Level 3	Level 4	Level 4	Level 4

Examples – Two examples of this are shown below:

a. Two KPI Failures in a rolling two-month period will result in a Level 2 action – a Corrective Action plan required;

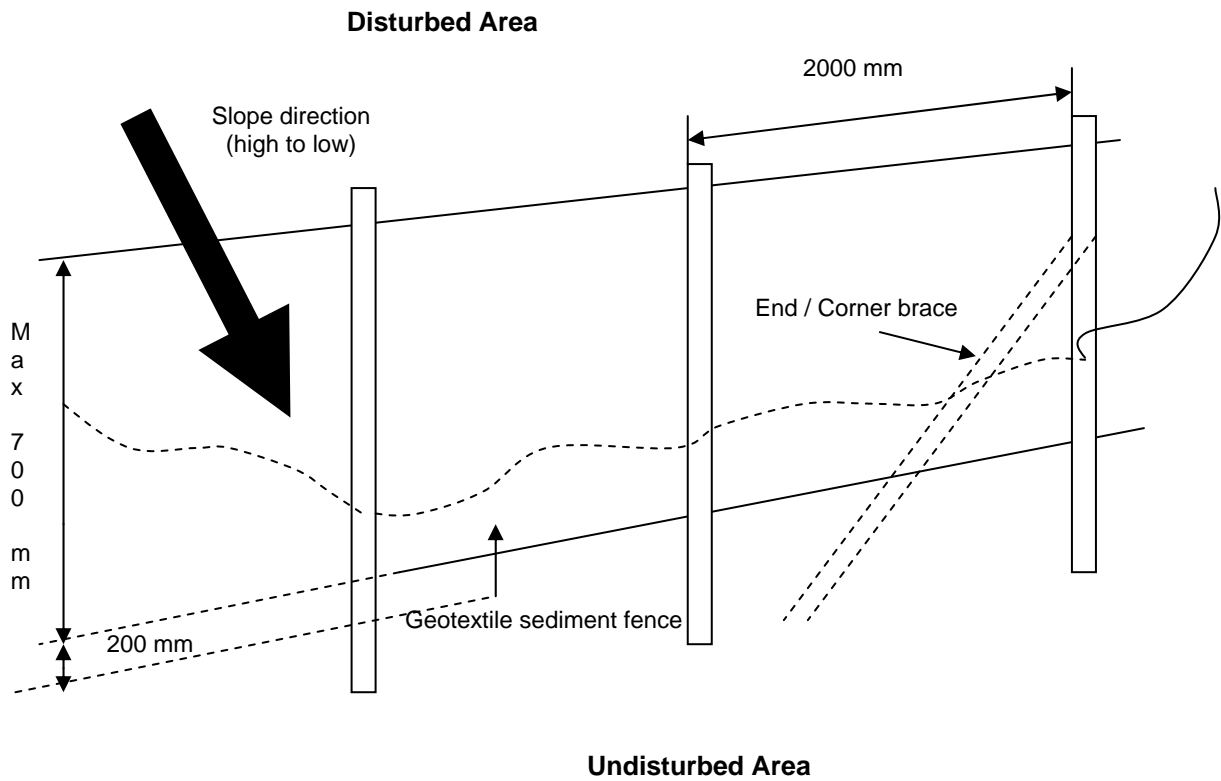
b. If a KPI Failure occurs four times in a rolling four-month period, it will result in a Level 4 – Termination, noting Levels 1-3 would have been completed.

THE SERVICES

APPENDIX 7

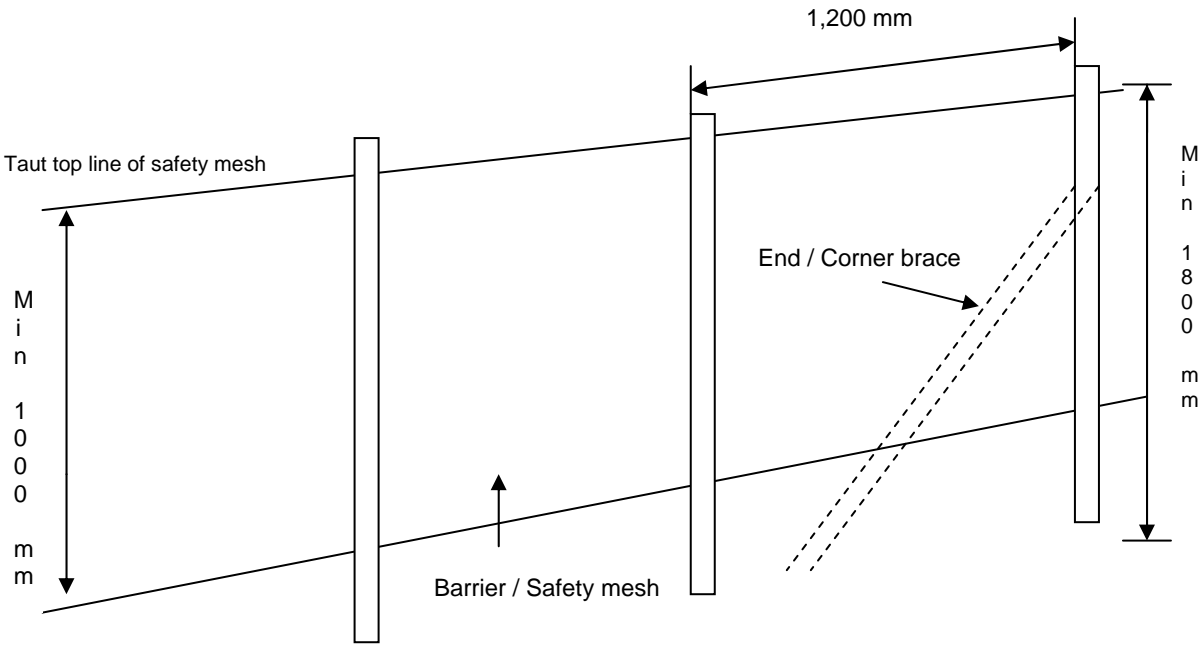
FENCE DETAIL

INDICATIVE SILT FENCE DETAIL



Not to Scale

INDICATIVE SAFETY MESH FENCE DETAIL



Not to Scale