

# ***Summary File ONLY***

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**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.

**NSW Department of Environment and Climate  
Change**

**TENDER DOCUMENTS**

**FOR**

**SNOW GROOMING OF CROSS COUNTRY SKI TRAILS,  
OVERSNOW ROUTES, INTERNAL ROADS AND  
TOBOGGAN SLOPE IN PERISHER VALLEY AND SMIGGIN  
HOLES**

**RFT / CONTRACT NO. PV 155**

**February 2008**

**TENDER CLOSING TIME is at 9:30am on Tuesday 11 March 2008**

Office hours to access the Tender Box are Monday to Friday 8:30 am to 4:30 pm,

**OR**

**SUBMIT through e-tendering: <https://tenders.nsw.gov.au>**

**Contract for Miscellaneous Services  
12 October 2007**

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## CONDITIONS OF TENDERING

### The Conditions of Tendering will not form part of any Contract.

- T1. Tenderers and contractors must comply with the NSW Government *Code of Practice for Procurement*. Copies of the *Code* are available at: <http://www.treasury.nsw.gov.au/procurement/procure-intro>

Lodgement of tenders is evidence of tenderers' agreement to comply with the *Code* for the duration of any subsequent Contract that is awarded. If any tenderer fails to comply, the Principal may take the failure into account when considering this or any subsequent tender by the tenderer and may pass over such a tender.

- T2. The Principal only contracts with recognised and acceptable legal entities. The Principal does not contract with firms under any form of external administration. Tenders submitted by an unincorporated business such as a sole trader, partnership, or business name must identify the legal entity that proposes to enter any Contract.
- T3. Prices and rates in tenders must include Goods and Services Tax (GST) if it is payable. A tenderer that wishes to enter into a Voluntary Agreement for withholding Pay As You Go taxation must say so in the tender and provide the information required for the approved form of a Voluntary Agreement as required by the *A New Tax System (Pay As You Go) Act 1999*.

The prices and rates of tenderers not registered for GST, or who advise in their tender that they wish to enter into a Voluntary Agreement for withholding Pay as You Go taxation, will be weighted by a 10% loading in assessing tender price relatively to allow for the Principal's extra costs.

- T4. The Principal is not bound to accept the lowest or any tender. The Principal may accept tenders that do not conform strictly with all requirements of the tender documents. Tenders which do not comply with any requirement of, or which contain conditions or qualifications not required or allowed by the tender documents may be passed over.

No qualification or departure from a condition is accepted unless the Principal gives an acceptance or formal agreement in writing. A tender is not accepted until notice in writing of acceptance by the Principal is handed to the tenderer or is sent by prepaid post to, or left at the address stated on the Tender Form, or transmitted by facsimile to the tenderer's facsimile number.

Acceptance of any tender will also involve the issue of an official purchase order, which is required by the Principal's computerised financial and payment system.

In evaluating tenders, the Principal will use the following criteria:

1. Conformity with the tender documents, including allowed alternatives, delivery period and quality proposed;
2. Lump sum price(s) and/or any rates, and value for money;
3. Demonstrated relevant experience and previous performance, and ability to perform within set time frames;
4. Proposed innovation, approach and methodology;
5. Tenderer's financial capacity (as a pass/fail criterion);
6. Tenderer's capacity and ability to complete the work, including proposed management, organisation, subcontractors, personnel, management systems/practice and current commitments;
7. Types of equipment to be used and the number. Equipment with a smaller impact on the environment (in terms of fuel consumption etc.) and equipment which reduces the impact on snow covered routes;
8. Tenderer's proposed upgrade \ maintenance \ replacement program for vehicles to ensure ongoing servicing of Contract requirements;
9. The Tenderer's experience in operating this type of business;
10. Tenderer's copy of a site-specific OH&S/safety management plan implemented with a comparable operation; and
11. Tenderer's ability to meet environmental and risk management conditions.

When a scoring system is used to assist in tender evaluation, the ratio of price to non-price criteria will be 60:40.

Lodge the Tender Form, Tender Schedule and any other information required to address the evaluation criteria in a sealed envelope in the tender box at the address on the Tender Form by the time and date shown on the cover page. Submit any further information requested after that time/date by the time/date required in the request.

### **Tenders lodged by facsimile or e-mail will not be considered.**

The Principal may consider alternative tenders, provided the alternative tender meets the scope, functional intent and intent described in the tender documents. Where such alternative tender is proposed, a detailed description of the alternative must be submitted, stating clearly the manner in which it differs from the detailed requirements of the tender documents. Alternative tenders will not be considered unless the tenderer has also submitted an acceptable conforming tender.

- T5. By tendering, the tenderer authorises the Principal to gather, monitor, assess, and communicate to other NSW Government agencies or local government authorities information about the tenderer's performance or financial position before and during the course of any Contract. Any information about the tenderer, may be used in considering whether to offer the tenderer opportunities for NSW Government work.

Relevant NSW Government procurement guidelines are available on request from the Principal and at: <http://www.construction.nsw.gov.au/publications>.

T6. Details of any Contract awarded as a result of this tender will be disclosed in accordance with NSW Government policy. Information that may be disclosed includes details of the Contract, the identity of the successful tenderer, the price payable under the Contract, significant evaluation criteria and any Contract provisions for re-negotiation (where applicable). Further details of this policy may be obtained from the Principal.

T7. Pre Tender meeting.

Not Applicable.

T8. Tenderers shall have the responsibility to:

- not alter or change DECC tender document wording and or numbering in any way. The DECC reserves the right to exclude any bid not complying with this clause.
- provide in the form of attachments all necessary additional information, with reference to each relevant section including a full statement of deviations or suggested alternatives.

T9. Electronic Transactions Act 2000

Tenders lodged electronically will be treated in accordance with the Electronic Transactions Act 2000 (NSW).

Any signature requirements for preparation of the tender can be satisfied by the full disclosure of the legal entity tendering, the official position of the person authorised to tender on behalf of that entity, and their name (unless specifically stated otherwise in the RFT documents). Reference may be made to Section 9 of the Act.

#### **End of Conditions of Tendering**

**TENDER FORM - SCHEDULE OF RATES CONTRACT**

Location of Tender Box / Office

where Tenders close : NPWS OFFICES, KOSCIUSZKO ROAD, JINDABYNE NSW 2627  
8:30am – 4:30pmOR e-tendering: <https://tenders.nsw.gov.au>Name of tenderer  
(in block letters):

A.B.N.

(if applicable):

Address:

Telephone number:

Facsimile number:

e-mail address:

hereby tender(s) to perform the work for

SNOW GROOMING OF CROSS COUNTRY SKI TRAILS, OVERSNOW  
ROUTES, INTERNAL ROADS AND TOBOGGAN SLOPE IN  
PERISHER VALLEY AND SMIGGIN HOLES.

Contract No. PV155

in accordance with the following documents:

Tender Form

Schedule of Rates

Contract Information

General Conditions of Contract

Contract Schedules

Technical Specification

Drawings

and Addenda numbers:

At the rates and prices in the attached Schedule of Rates, which  
include GST.

Signed for the Tenderer by:

(Authorised Officer)

In the Office Bearer capacity of:

Name (in block letters):

Date this \_\_\_\_\_ day of \_\_\_\_\_

## **SCHEDULE OF RATES**

### **(Submit with Tender Form)**

Complete the Schedule by inserting the tendered rates under Rate. The rates tendered will form part of the Contract. Refer to clause 46, Application of Schedule of Rates, General Conditions of Contract. The correct extended amounts and total where applicable will be used to assess tenders.

<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity (per annum)</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount</b>
1.	All work and obligations under the Contract NOT INCLUDED ELSEWHERE in this Schedule.		Item	Lump Sum per annum	\$.....
<b>2.A</b>	<b>Schedule of Rates items:</b>				
2.A1	Snow Grooming of Cross Country Ski Trails using:				
2.A1.1	Large Machine	150	hours	\$.....	\$.....
2.A1.2	Medium Machine	175	hours	\$.....	\$.....
2.A1.3	Small Machine (Snowmobile or Quad Bike with Oversnow Tracks)	100	hours	\$.....	\$.....
2.A2	Snow Grooming of Oversnow Routes and Internal Roads using:				
2.A2.1	Large Machine	80	hours	\$.....	\$.....
2.A2.2	Medium Machine	60	hours	\$.....	\$.....
2.A2.3	Small Machine (Snowmobile or Quad Bike with Oversnow Tracks)	15	hours	\$.....	\$.....
2.A3	Snow Grooming of Toboggan Slope using:				
2.A3.1	Large Machine	70	hours	\$.....	\$.....
2.A3.2	Medium Machine	60	hours	\$.....	\$.....
<b>2.B</b>	<b>Schedule of Lump Sum items:</b>				
2.B1	Extra over for Items 2A1.1, 2A1.2, 2A1.3, 2A2.1, 2A2.2, 2A2.3, 2A3.1 & 2A3.2 for fast (max 30 mins) response in commencing requested work.		Item	Lump Sum per Callout per Machine	\$.....
TOTAL OF TENDER:					\$.....

Should the Tenderer choose to not enter rates for some of the machine sizes listed, in assessing the tenders, the Principal will use the hours from the machine where no rate is listed and apply to these to the next largest machine where the Tenderer has inserted a rate. For example, if the Tenderer chooses to enter rates for 2.A1.1 - Large Machine and 2A1.3 - Small Machine, and leaves 2.A1.2 – Medium Machine blank, the 175 hours estimated for 2A1.2 - Medium Machine, would be allocated against 2.A1.1 – Large Machine, to assess the tenders.

Signed for the Tenderer by: .....  
(*Authorised Officer*)

In the Office Bearer capacity of: .....

Name (*in block letters*): .....

Dated this.....day of.....



## ***SCHEDULE OF EXPERIENCE***

### **(Submit with Tender Form)**

List recent examples of other contracts \ services which are similar to the work under the Contract, clearly identifying for each project, the Tenderer's (and proposed subcontractors') role in the project, the value and duration of the project role and the date the project role was completed.

Include the Tenderer's record of working on comparable environmentally sensitive sites.

This information can be provided on this page or as part of a detailed tender proposal containing all the tender evaluation information. With either method, sign this page, state where the information is located and add this page to the tender.

Signed for the Tenderer by:

.....  
(Authorised Officer)

In the Office Bearer capacity of:

.....

Name (*in block letters*):

.....

## SCHEDULE OF INSURANCES

(Submit with Tender)

### PROFESSIONAL INDEMNITY INSURANCE

(Refer to clause D, General Conditions of Contract)

Insurer: .....

Sum Insured:..... Date of Expiry:.....

### PUBLIC LIABILITY INSURANCE

(Refer to clause D, General Conditions of Contract)

Insurer: .....

Sum Insured:..... Date of Expiry:.....

### WORKERS COMPENSATION INSURANCE / PERSONAL ACCIDENT INSURANCE

(Refer to clause D, General Conditions of Contract)

Insurer: .....

Insurance Details: ..... Date of Expiry:.....

.....

.....

Include comparable details for each proposed subcontractor.

Signed for the Tenderer by:

.....  
(Authorised Officer)

In the Office Bearer capacity of:

.....

Name (*in block letters*):

.....

**SCHEDULE OF TENDERER'S REFEREES****(Submit with Tender Form)**

List the names, titles and contact address and telephone numbers of a least 2 referees who can attest to the performance of the Tenderer (and proposed subcontractors) with the projects listed on the Schedule of Experience.

Signed for the Tenderer by:

.....  
(Authorised Officer)

In the Office Bearer capacity of:

.....

Name (*in block letters*):

.....

## ***SCHEDULE OF PERSONNEL, MANAGEMENT AND SYSTEMS***

### **(Submit with Tender Form)**

List key personnel who are proposed for involvement in any Contract (including proposed key subcontractor personnel), clearly identifying each person's proposed role, number of years of experience operating similar equipment in a similar role and providing their Curricula Vitae.

Describe the management and subcontractor structure proposed.

List and briefly describe the management systems to be used.

Signed for the Tenderer by:

.....  
(Authorised Officer)

In the Office Bearer capacity of:

.....

Name (*in block letters*):

.....

## SCHEDULE OF TECHNICAL DATA

### (Submit with Tender Form)

Include schedule only when specific information is essential for evaluation of tenders or for COntact guarantees. For example Methods of timber treatment, source of paving material and Technical Details of mechanical plant.

Keep number of items to absolute minimum and only ask for information that is needed. Do not ask for confirmation of compliance with contract requirements or for any other information that can be obtained after A contract is let.

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 tender.

List the items and specific details sought.

Item	Details Sought	Tenderer's offer
1. Snow Grooming with Snowmobile or Quad Bike with Oversnow Tracks	Means of snow grooming, setting classic tracks on either side of the groomed trail & cut\comb the skiing surface.  Make & model of attachment \ implement for snowmobile \quad bike grooming.	
2. Maintenance and Back-up Facilities	Proposed location for minor and major maintenance\repairs on equipment. Proposal for provision of back-up equipment to continue providing service during breakdown of primary equipment.	
3. Fuel and Oil Storage Arrangements	Proposed means of storing fuel & oil to enable efficient delivery to snow grooming machines.	
4. Fuel and Oil Spillage Prevention and Clean-up Procedures and Equipment	Proposed means of preventing and cleaning up fuel & oil spills from snow grooming equipment & at fuel \ oil storage location.	
5. Garaging of Equipment	Proposed means and location of garaging \ parking of snow grooming equipment when not in use, including any utility requirements such as sewer, water & power.	
6. Large, Medium & Small Snow Grooming Machines	Technical details on each class of machine, including make, model, engine capacity and snow grooming speed with attachment.  Ability to meet the Contract requirements with any combination of large, medium & small snow grooming machines.	
7. Machine Performance Program	Schedule to demonstrate ability to maintain \ upgrade \ replace snow grooming machines and attachments to ensure ongoing ability to perform under the Contract.	

Signed for the Tenderer by:

.....  
(Authorised Officer)

In the Office Bearer capacity of:

.....

Name (*in block letters*):

.....

<b>Contract Information</b>
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<b>Principal</b>	The Minister for Climate Change, Environment and Water
<b>Contract Documents</b>	<p>The Contract Documents are the following: -</p> <ol style="list-style-type: none"> <li>1. Tender Form and Tender Schedules</li> <li>2. Contract Information</li> <li>3. General Conditions of Contract</li> <li>4. Contract Schedules</li> <li>5. Technical Specification</li> <li>6. Drawings</li> <li>7. Principal's letter of acceptance (accepting a tender) and Department of Environment and Conservation purchase order, and any other documents referred to therein.</li> </ol>
<b>Extent of work</b>	<p>SNOW GROOMING OF CROSS COUNTRY SKI TRAILS, OVERSNOW ROUTES, INTERNAL ROADS AND TOBOGGAN SLOPE IN PERISHER VALLEY AND SMIGGIN HOLES.</p> <p>AS SPECIFIED IN THE TECHNICAL SPECIFICATION.</p>
<b>Work sites</b>	THE AREA GENERALLY SHOWN ON THE ATTACHED DRAWINGS. THE CONTRACTOR WILL NOT HAVE EXCLUSIVE ACCESS TO THE SITE AS THE PUBLIC AND OTHER CONTRACTORS WILL ACCESS THE SITE DURING THE CARRYING OUT OF THE WORKS.
<b>Principal's Nominee</b> For the purposes of clause 19, Disputes, General Conditions of Contract. The Principal may at any time appoint or change the person for any reason whatsoever by giving written notice.	ARTHUR WILLIS, AREA MANAGER, SNOWY MOUNTAINS REGION, NSW NATIONAL PARKS & WILDLIFE SERVICE
<b>Principal's Representative</b> If no name is stated the Principal will name the person in writing within 14 days after the date of the Principal's letter of acceptance. The Principal may at any time change the person for any reason whatsoever by giving written notice.	CROSS COUNTRY SKI TRAILS - TIM GREVILLE, RANGER ALPINE AREA (SUMMIT) OVERSNOW ROUTES, INTERNAL ROADS & TOBOGGAN SLOPE – STEVE HANSEN, SUPERVISOR, OPERATIONS & MAINTENANCE, MSU, PERISHER
<b>Submission of the Contractor's Documents</b> If no period is stated it is 14 days before its use for work under the Contract.	The Contractor need not submit the Contractor's documents.
<b>Time for possession of the work sites</b> If no time is stated it is 7 days after the date of the Principal's letter of acceptance.	The time to give possession of sufficient of the work sites is: 7 DAYS after the date of the Principal's letter of acceptance.
<b>Completion Time</b> Refer to clause 9, Completion, General Conditions of Contract.	The period for Completion is 1 <sup>st</sup> June 2008 to 15 <sup>th</sup> October 2012 (a 5 season term).
<b>Liquidated damages</b> If no rate is stated the Principal reserves its rights to claim general damages under clause 9, Completion, General Conditions of Contract.	The rate per day for liquidated damages is: NOT APPLICABLE
<b>Payment method</b> If not stated monthly progress payments apply.	Monthly progress payments

<b>Milestone Payment Schedule</b> If no Milestones and percentages are stated, the Milestone is the whole of the work under the Contract and the percentage is 100% of the Contract Sum as adjusted under the Contract.	The Milestones and percentages for payment are as below: NOT APPLICABLE
<b>Principal's mobile plant and Equipment</b>	The Principal will make following mobile plant and equipment available to the Contractor for use in carrying out the work: NOT APPLICABLE

## General Conditions of Contract

<b>1. Definitions</b>	<p><b>NPWS</b> means (formerly the NSW National Parks and Wildlife Service) the Parks and Wildlife Division of the NSW Department of Environment and Climate Change.</p> <p><b>Contract Sum</b> is:</p> <ul style="list-style-type: none"> <li>– the lump sum, where this is accepted by the Principal for all the work under the Contract; or</li> <li>– the amount calculated by multiplying the rates by their respective quantities in a Schedule of Rates and adding those products and any lump sums item in the Schedule of Rates, where the Principal accepts lump sums and/or rates,</li> </ul> <p>excluding any adjustments made under the Contract.</p> <p>The <b>work</b> means the work and services to be carried out by the Contractor under the Contract.</p>
<b>2. Principal's Representative</b>	<p>The Principal's Representative is as stated in the Contract Information, and is authorised to act on behalf of the Principal in relation to the Contract. The Contractor must comply with the directions of the Principal's Representative.</p> <p>If the Principal's Representative gives the Contractor a direction orally, the Principal's Representative will confirm it in writing as soon as practicable thereafter.</p>
<b>3. Contractor's Representative</b>	<p>The Contractor must notify the Principal's Representative in writing of the name of the Contractor's Representative and of any replacement authorised to act with the full authority of the Contractor on all matters relating to the Contract, and they must be acceptable to the Principal's Representative.</p>
<b>4. Standards of behaviour</b>	<p>The Contractor must comply with the NSW Government <i>Code of Practice for Procurement</i> available at: <a href="http://www.treasury.nsw.gov.au/procurement/procure-intro.htm">http://www.treasury.nsw.gov.au/procurement/procure-intro.htm</a>.</p>
<b>5. Standard of work</b>	<p>The Contractor must carry out the work in accordance with the Contract.</p> <p>The Principal's Representative may direct the Contractor to correct work that is not in accordance with the Contract, and the Contractor must correct that work within the time specified by the Principal's Representative. If the Contractor does not correct the defective work within the time specified, the Principal may have the work corrected by others. The Principal's Representative will assess the reasonable costs of having the work corrected by others and there will be a debt due from the Contractor to the Principal.</p> <p>The Principal may accept work that is not in accordance with the Contract by directing a Variation. The resulting reasonable increase or Decrease in the value to the Principal of the work and any other reasonable loss or detriment suffered by the Principal, where not agreed under clause 11, will be assessed by the Principal's Representative and the amount paid to or deducted from the payments otherwise due to, the Contractor.</p>
<b>6. Appropriate licences</b>	<p>Where applicable and required by law, all mobile plant operation, trade work and other work must be carried out by appropriately licensed persons.</p>
<b>7. Occupational Health and Safety management</b>	<p>The Contractor must prepare, document, implement and maintain Safe Work Method Statements and an OHS Management Plan for the work in accordance with "Contract Schedule 1 – Occupational Health and Safety Plan" and submit them to the Principal prior to commencing related work under the Contract.</p> <p>The Contractor is appointed the controller of the work sites for the work being carried out on behalf of the Principal, to exercise such authority and control as is necessary to enable the Contractor to discharge the responsibilities imposed on a controller by the <i>NSW OHS Regulation 2001</i> and otherwise.</p>
<b>8. Environmental management</b>	<p>The Contractor must prepare, document, implement and maintain an Environmental Management Plan in accordance with the template provided as "Contract Schedule 2 – Environmental Management Plan", covering all relevant objectives/measures and the provisions of this clause 8, and submit it to the Principal prior to commencing related work under the Contract.</p> <p>The Contractor must:</p> <ul style="list-style-type: none"> <li>• avoid unnecessary interference with or damage to native plants and animals or their habitats, and where the work could interfere with native plants or animals or their habitats, inform the Principal's Representative immediately, and stop work until the Contractor has identified the work method proposed and the Principal's Representative has consented to work resumption;</li> <li>• where anything is unexpectedly discovered which the Contractor believes may be an Aboriginal relic or site, immediately stop all work that may damage that relic or site and contact the Principal's Representative (Note that it is against the law to interfere with or damage Aboriginal relics or sites unless authorised in writing by the DECC to do so); and</li> <li>• Not bring animals into a National Park or other protected site, as it is an offence under the <i>National Parks and Wildlife Act 1974</i>, Where owners of animals will be subject to the law enforcement processes of the Act, including issue of infringement notices and immediate removal of the animal and animal handler/owner from the protected site.</li> </ul>
<b>9. Completion</b>	<p>The Contractor must begin the work on the starting date nominated in the letter sent accepting the Contractor's tender, or letter of acceptance, or when the Principal gives the Contractor access to sufficient of the work sites, and then carry out the work with due expedition and without undue delay.</p>



	<p>The Contractor must complete all the work under the Contract within the Completion Time as adjusted under the Contract, starting date nominated in the letter of acceptance. If this is not achieved liquidated damages will apply, or the Principal may exercise its rights to claim general damages, as specified in the Contract Information.</p> <p>The Principal's Representative may for any reason and at any time extend the Completion Time. If the Contractor is delayed in completing the work within the Completion Time by any event beyond the control of the Contractor, the Completion Time will be extended. If the Principal's Representative and the Contractor do not agree on an extension to the Completion Time within 14 days of the meeting to agree the cause and extent of delay, the Principal's Representative will assess a reasonable extension.</p> <p>The Principal will issue a written notice stating the date that, in the opinion of the Principal, all of the work reached completion, which will not relieve the Contractor from any liability for any omissions or defects.</p>
<b>10. Quality of work</b>	<p>The Contractor must supply materials and equipment (which are new, free from defects and suitable for their purpose) and use standards of workmanship and work methods which are in conformity with the Contract, relevant Australian Standards and all requirements of legislation and subordinate regulations, ordinances, by laws, orders and proclamations.</p> <p>The Contractor must ensure that the benefit of any warranty that the Contractor obtains from a manufacturer or supplier of the materials, plant and equipment is extended for the benefit of the Department of Environment and Conservation.</p>
<b>11. Variations</b>	<p>A Variation is any change to the character, form, quality and extent of the work directed in writing by the Principal. The Principal's Representative and the Contractor must meet to agree on the reasonable amount payable to, or deductible from, the amount otherwise payable to, the Contractor for the Variation. If they do not agree within 14 days after the meeting, the Principal's Representative will assess that amount.</p>
<b>12. Cost adjustment</b>	<p>Cost adjustment will apply where the Completion Time for the Contract is greater than 12 months. Cost adjustment for escalation in costs will not apply for the first 12 months of the Completion Time.</p> <p>Cost adjustment for any annual escalation in costs will be calculated using the movements in the Consumer Price Index - All Groups (Australian Bureau of Statistics) last published for the quarter preceding the anniversary date of the letter of acceptance relative to the Index last published for the quarter preceding the date of the letter of acceptance.</p>
<b>13. Payments and claims</b>	<p>The Contract Information states the payment method applicable, which is either monthly progress payments or milestone payments.</p> <p><u>Milestone payments</u></p> <p>If milestone payments apply, the Contractor may claim for payment when completion of a Milestone specified in the Contract Information is reached (refer to Milestone Payment Schedule). The claim must identify the Milestone, the amount claimed, how the amount is calculated, deductions to which the Principal is entitled, and any payment for additions due as extra costs or other amounts to which the Contractor is entitled under, or in connection with, the Contract.</p> <p>When completion of a Milestone is reached, the amount which the Contractor is entitled to claim and be paid is the sum of:</p> <ul style="list-style-type: none"> <li>• for work for which the Principal accepted rates, an amount calculated by applying the rates to the applicable quantities of work carried out with the Milestone;</li> <li>• for work for which the Principal accepted a lump sum price, the percentage of that lump sum price stated in the Contract Information for the Milestone; and</li> <li>• for any additions for which the Principal has agreed or assessed an amount in writing, or an amount is determined under clause 19, the amount agreed, assessed or determined for the Milestone,</li> </ul> <p>less payments previously made (including under clause 19), costs payable by the Contractor to the Principal and deductions to which the Principal is entitled under, or in connection with, the Contract, including but not limited to, retention moneys, liquidated damages and other damages whether liquidated or unliquidated.</p> <p><u>Monthly progress payments</u></p> <p>If monthly progress payments apply, the Contractor may claim for payment monthly identifying the month, the amount claimed, how the amount is calculated, deductions to which the Principal is entitled and any payments for additions due as extra costs or other amounts to which the Contractor is entitled under, or in connection with, the Contract.</p> <p>The amount which the Contractor is entitled to claim for a monthly progress payment and be paid is the sum of:</p> <ul style="list-style-type: none"> <li>• for work for which the Principal accepted rates, an amount calculated by applying the rates to the applicable quantities of work carried out to the date of the claim;</li> <li>• for work for which the Principal accepted a lump sum, the proportion of the lump sum equal to the proportion of the applicable work completed to the date of the claim; and</li> <li>• for any additions for which the Principal has agreed or assessed an amount in writing or for which an amount has been determined under clause 19, the amount agreed, assessed or determined for work carried out to the date of the claim,</li> </ul>

	<p>less payments previously made (including under clause 19), costs payable by the Contractor to the Principal and deductions to which the Principal is entitled under or in connection with the Contract, including but not limited to, retention moneys, liquidated damages and other damages whether liquidated or unliquidated.</p> <p><u>Statutory Declaration</u></p> <p>With each claim for payment the Contractor must give the Principal a completed statutory Declaration, in the form of "Contract Schedule 3 – Statutory Declaration". No payment will be due in response to the claim until the statutory Declaration is received.</p> <p><u>Time for payment</u></p> <p>Within 10 business days (any calendar day other than a Saturday, Sunday, public holiday in NSW; or 27, 28, 29, 30 or 31 December) after receipt of the Contractor's claim for payment, the Principal will provide to the Contractor a payment schedule identifying the claim to which it relates and stating the payment, if any, which the Principal will be making. If the payment will be less than the amount claimed by the Contractor, the payment schedule will indicate why it is less.</p> <p>Payment will be made within 28 days after the Contractor's written claim or 7 days after the statutory Declaration is received, whichever is the later.</p> <p><u>Evidence of work</u></p> <p>Payment is not evidence of the value of work or an admission of liability or that the work is satisfactory but is a payment on account only.</p> <p><u>Quantities</u></p> <p>Quantities for work set out in any Schedule of Rates are estimates only. The Contractor is responsible for calculating and supplying the quantities actually required to carry out the work under the Contract.</p> <p><u>Liability</u></p> <p>The Principal is not liable to meet any other claim from the Contractor under or in connection with the Contract unless the Contractor submits the claim together with full particulars, including the factual and legal basis of any claimed entitlement, in writing within 28 days of the occurrence of the event or circumstances on which the claim is based.</p> <p>Any claim by the Contractor on the Principal must be made within 28 days after the date of the Principal's written notice of completion under clause 9.</p> <p>All claims whatsoever by the Contractor against the Principal made after those times are barred. However, If the Contractor has a claim against the Principal because of an event which occurred during the 12 month period after the completion of the work under the Contract, the Contractor may make that claim up to 28 days after the end of that period. If the claim is made after that time it is barred.</p>
<b>14. Goods and Services Tax</b>	<p>The Contractor must be registered for GST before it submits any claim for payment and will notify the Principal if it ceases to be registered for GST.</p> <p>The Principal acknowledges that it is registered for GST.</p> <p>If the Contractor does not advise its ABN prior to making its claims or submitting invoices, the Principal will withhold tax from payments in accordance with the <i>A New Tax System (Pay As You Go) Act 1999</i>.</p>
<b>15. Conduct</b>	<p>The Contractor must ensure the suitability and proper conduct of all persons, including the employees and subcontractors, employed for the work, and set reasonable standards of conduct, investigate complaints about their behaviour and take appropriate action, including removal from the work sites if so warranted.</p> <p>If the Principal's Representative considers them to be unsuitable to be employed on the work the Principal's Representative may direct the Contractor to stop employing them on the work and remove them from the work sites, and the Contractor must comply.</p>
<b>16. Care and protection</b>	<p>The Contractor is responsible for the care of any work, materials, plant, equipment and other things entrusted to the Contractor by the Principal for the purpose of carrying out the work under the Contract. The Contractor must make good at the Contractor's expense any damage that occurs to those things while responsible for their care.</p> <p>The Contractor indemnifies the Principal against any loss or damage to the property of the Principal and liability for personal injury, death, or the damage to or loss of any other property, arising from carrying out the work. The Contractor must take effective measures for the protection, health and safety of, and avoidance of injury to, persons; and the protection of, and avoiding of loss or damage to, property, while the Contractor is carrying out the work.</p> <p>The Contractor's liability to indemnify the Principal and NSW Department of Environment and Climate Change, and their employees or agents, is reduced proportionally to the extent that an act or omission of the Principal or NSW Department of Environment and Climate Change, or their employees or agents or contractors (other than the Contractor), contribute to the costs, expenses, damage or loss involved.</p>
<b>17. Insurance</b>	<p>All insurers and insurance policies used are subject to the approval of the Principal.</p> <p>In regard to reducing risks, the Principal prefers approved insurers listed by the Australian Prudential Regulation Authority (APRA) as being regulated by the APRA, and Lloyds underwriters. Lists appear at the APRA website at: <a href="http://www.apra.gov.au/">http://www.apra.gov.au/</a>.</p>

	<p>The Contractor must ensure that, before commencing any work, the Contractor and each subcontractor hold any workers compensation insurance required by law. A subcontractor taken to be an employee of the Contractor under the law must be covered by the Contractor's workers compensation insurance. . If any subcontractor is not legally able to have workers compensation insurance, the Contractor must ensure that the subcontractor holds or takes out a personal accident insurance policy to the level of risk associated with the works, Maximum cover of \$100,000 for death and permanent disability and sufficient cover for temporary disability, before commencing any work under the Contract.</p> <p>Before commencing any work, the Contractor must hold insurance covering the Contractor, Principal and subcontractors for:</p> <ul style="list-style-type: none"> <li>• public liability to an amount not less than \$10,000,000 for any single occurrence; and</li> </ul> <p>Do not include the following insurance for non-maintenance type works i.e. weed/pest control, ferrel animal control and cleaning contracts</p> <ul style="list-style-type: none"> <li>• loss or damage to the work, any temporary work and all materials, plant, equipment and other things that are brought onto the work sites by or on behalf of the Contractor or are entrusted to the Contractor by the Principal, to an insured amount not less than the Contract Sum.</li> </ul> <p>All insurance policies must include a cross-liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons covered.</p> <p>The Contractor must maintain all required insurance policies until completion of all the work under the Contract.</p> <p>If the Contractor fails to effect or maintain any insurance, the Principal may effect the insurance at the Contractor's cost, or terminate the Contract under clause 18.</p>
<p><b>18. Termination</b></p>	<p>Without prejudice to any other rights which the Principal has, including the Principal's common law rights to damages and to terminate without first giving notice to remedy a breach, if the Contractor commits a substantial breach of the Contract, including:</p> <ul style="list-style-type: none"> <li>• failing to carry out a direction of the Principal within the time specified or if no time is specified, within a reasonable time;</li> <li>• not progressing the work at a reasonable rate or with due expedition and without undue delay;</li> <li>• failing to carry out the work with due skill, care and competence; or</li> <li>• failing to effect or maintain any insurance required by the Contract,</li> </ul> <p>the Principal may, in writing, specify the breach and ask the Contractor to give reasons why the Principal should not take further action.</p> <p>If the Contractor either fails to give a written response within 7 days of receiving the Principal's notice, or fails to give reasons satisfactory to the Principal, or becomes bankrupt or insolvent or enters into a scheme or arrangement with its creditors, then the Principal may immediately:</p> <ul style="list-style-type: none"> <li>• terminate the Contractor's employment under the Contract by notice in writing to the Contractor; and</li> <li>• at its sole discretion, employ others to complete the work.</li> </ul> <p>The Principal will calculate the difference between the cost to the Principal of having the work completed by others and the amount that would have been paid to the Contractor to complete the work. If the calculation results in a shortfall to the Principal, the difference will be a debt due by the Contractor to the Principal that must be paid to the Principal within 7 days of a written demand for payment.</p> <p>The Principal may make provisional assessments of the amounts payable to the Principal under this clause 18 and may adjust any payments otherwise due to the Contractor to suit.</p> <p>The Principal may terminate the Contract by giving notice, with effect from the date stated in the notice, for its convenience and without the need to give reasons. The Principal will then pay the Contractor:</p> <ul style="list-style-type: none"> <li>• the value of all work carried out (as determined under clause 13) up to the date the termination notice takes effect, taking into account all previous payments; plus</li> <li>• the reasonable, direct costs of removal of the temporary work and other things (agreed by the Principal) from the work sites incurred by the Contractor, but only if the Contractor complies with a strict duty to mitigate costs; plus</li> <li>• 2% of the difference between the Contract Sum, adjusted by any amounts the Principal has agreed or assessed in writing, or amounts finally determined under clause 19, and the total of all amounts otherwise paid and payable to the Contractor,</li> </ul> <p>as full compensation for the termination for convenience, and the Contractor has no claim for damages or other entitlement whether under the Contract or otherwise.</p>
<p><b>19. Disputes</b></p>	<p>If either party is dissatisfied with an act or omission of the other party in connection with the Contract, that party may notify the Principal's Nominee and the other party in writing of a dispute within 14 days of the act or omission. The notifying party must provide particulars, including the factual and legal basis of any claimed entitlement. If the Contractor and Principal's Nominee have not resolved the dispute within 14 days after the notice providing full particulars of the dispute, the parties may appoint an independent Expert to make a Decision on the dispute.</p>

	<p>The parties must share equally the Expert's fees and out-of-pocket expenses. Each party must otherwise bear its own costs and share equally any other costs of the process.</p> <p>In making the Decision, the Expert will act as an expert and not as an arbitrator and will:</p> <ul style="list-style-type: none"> <li>• not be liable for acts, omissions or negligence;</li> <li>• make the Decision on the basis of the written submissions from the parties and without formalities such as a hearing; and</li> <li>• be required within 35 days of appointment (or another period agreed by the parties) to give the Decision in writing, with brief reasons, to each party.</li> </ul> <p>The Expert's Decision will be binding unless it requires one party to pay the other an amount exceeding \$100,000 and within 14 days of receiving the Decision, either party gives notice in writing to the other that the party is dissatisfied. In this case the Decision will be of no effect and either party may then commence litigation.</p> <p>If the Expert's Decision is binding, and requires one party to pay the other party money, subject to clause 13 that party must pay the money within 28 days of receiving the Decision of the Expert.</p>
<b>20. Suspension</b>	<p>The Principal may direct the Contractor to suspend all or part of carrying out the work and the Contractor must carry out the direction.</p> <p>If the need to suspend the work is due to any act or omission of the Principal, the Principal and the Contractor must meet to agree on the reasonable extra costs payable to the Contractor which resulted from the suspension. If they do not agree within 14 days after the meeting, the Principal will assess those extra costs.</p> <p>The Contractor must recommence the suspended parts of carrying out the work as soon as practicable after being directed to do so by the Principal.</p>
<b>21. Working hours and working days</b>	<p>The working hours on work sites will be unrestricted, unless advised by the Principal's Representative, due to circumstances, such as events or weather.</p>
<b>22. Application of Schedule of Rates</b>	<p>Item 1 in the Schedule of Rates is payable by instalments and will be included in payments due to the Contractor whenever payment becomes due in respect of the other items, in the same proportion of Item 1 as the amount due and payable under the other items is of the total of the other items in the Contract Sum.</p> <p>Option 2</p> <p><b>Item 2.A1.1 – Snow Grooming of Cross Country Ski Trails using - Large Machine</b></p> <p>The schedule of rates amount tendered for this item shall be paid for all work associated with the snow grooming of cross country ski trails using a large machine including all labour, materials, equipment &amp; plant (such as multi-function U-blades, power rotary tillers, compactor bars, rollers and tracksets for moving and grooming snow) and all other work necessary for the completion of the works.</p> <p>The amount to be paid with each claim for this item shall be the number of hours completed grooming ski trails with a large machine as agreed by the Contractor and the Principal's Representative as completed during the claim period, multiplied by the rate in the Schedule of Rates.</p> <p><b>Item 2.A1.2 – Snow Grooming of Cross Country Ski Trails using - Medium Machine</b></p> <p>The schedule of rates amount tendered for this item shall be paid for all work associated with the snow grooming of cross country ski trails using a medium machine including all labour, materials, equipment &amp; plant (such as multi-function U-blades, power rotary tillers, compactor bars, rollers and tracksets for moving and grooming snow) and all other work necessary for the completion of the works.</p> <p>The amount to be paid with each claim for this item shall be the number of hours completed grooming ski trails with a medium machine as agreed by the Contractor and the Principal's Representative as completed during the claim period, multiplied by the rate in the Schedule of Rates.</p> <p><b>Item 2.A1.3 – Snow Grooming of Cross Country Ski Trails using - Small Machine (Snowmobile or Quad Bike with Oversnow Tracks)</b></p> <p>The schedule of rates amount tendered for this item shall be paid for all work associated with the snow grooming of cross country ski trails using a small machine (Snowmobile or Quad Bike with Oversnow Tracks) including all labour, materials, equipment &amp; plant (such as multi-function U-blades, power rotary tillers, compactor bars, rollers and tracksets for moving and grooming snow) and all other work necessary for the completion of the works.</p> <p>The amount to be paid with each claim for this item shall be the number of hours completed grooming ski trails with a small machine as agreed by the Contractor and the Principal's</p>

Representative as completed during the claim period, multiplied by the rate in the Schedule of Rates.

**Item 2.A2.1 – Snow Grooming of Oversnow Routes and Internal Roads using – Large Machine**

The schedule of rates amount tendered for this item shall be paid for all work associated with the snow grooming of oversnow routes and internal roads using a large machine including all labour, materials, equipment & plant (such as multi-function U-blades, power rotary tillers, compactor bars and rollers for moving and grooming snow) and all other work necessary for the completion of the works.

The amount to be paid with each claim for this item shall be the number of hours completed grooming oversnow routes and internal roads with a large machine as agreed by the Contractor and the Principal's Representative as completed during the claim period, multiplied by the rate in the Schedule of Rates.

**Item 2.A2.2 – Snow Grooming of Oversnow Routes and Internal Roads using - Medium Machine**

The schedule of rates amount tendered for this item shall be paid for all work associated with the snow grooming of oversnow routes and internal roads using a medium machine including all labour, materials, equipment & plant (such as multi-function U-blades, power rotary tillers, compactor bars and rollers for moving and grooming snow) and all other work necessary for the completion of the works.

The amount to be paid with each claim for this item shall be the number of hours completed grooming oversnow routes and internal roads with a medium machine as agreed by the Contractor and the Principal's Representative as completed during the claim period, multiplied by the rate in the Schedule of Rates.

**Item 2.A2.3 – Snow Grooming of Oversnow Routes and Internal Roads using - Small Machine (Snowmobile or Quad Bike with Oversnow Tracks)**

The schedule of rates amount tendered for this item shall be paid for all work associated with the snow grooming of oversnow routes and internal roads using a small machine (Snowmobile or Quad Bike with Oversnow Tracks) including all labour, materials, equipment & plant (such as multi-function U-blades, power rotary tillers, compactor bars, and rollers for moving and grooming snow ) and all other work necessary for the completion of the works.

The amount to be paid with each claim for this item shall be the number of hours completed grooming oversnow routes and internal roads with a small machine as agreed by the Contractor and the Principal's Representative as completed during the claim period, multiplied by the rate in the Schedule of Rates.

**Item 2.A3.1 – Snow Grooming of the Toboggan Slope using - Large Machine**

The schedule of rates amount tendered for this item shall be paid for all work associated with the snow grooming of the toboggan slope using a large machine including all labour, materials, equipment & plant (such as multi-function U-blades, power rotary tillers, compactor bars and rollers for moving and grooming snow) and all other work necessary for the completion of the works.

The amount to be paid with each claim for this item shall be the number of hours completed grooming the toboggan slope with a large machine as agreed by the Contractor and the Principal's Representative as completed during the claim period, multiplied by the rate in the Schedule of Rates.

**Item 2.A3.2 – Snow Grooming of Toboggan Slope using - Medium Machine**

The schedule of rates amount tendered for this item shall be paid for all work associated with the snow grooming of the toboggan slope using a medium machine including all labour, materials, equipment & plant (such as multi-function U-blades, power rotary tillers, compactor bars and rollers for moving and grooming snow) and all other work necessary for the completion of the works.

The amount to be paid with each claim for this item shall be the number of hours completed grooming the toboggan slope with a medium machine as agreed by the Contractor and the

	<p>Principal's Representative as completed during the claim period, multiplied by the rate in the Schedule of Rates.</p> <p><b>Item 2.B1 - Extra over for Items 2A1.1, 2A1.2, 2A1.3, 2A2.1, 2A2.2, 2A2.3, 2A3.1 &amp; 2A3.2 for fast (max 30 mins) response in commencing requested work.</b></p> <p>The Lump Sum amount tendered for this item shall be paid extra over Items 2A1.1, 2A1.2, 2A1.3, 2A2.1, 2A2.2, 2A2.3, 2A3.1 &amp; 2A3.2 for all work associated with a fast (max 30 mins) response in commencing grooming as requested by the Principal's Representative, including all labour, materials, equipment, plant and all other work necessary for the completion of the works.</p> <p>The amount to be paid with each claim for this item shall be equal to the number of times that the Principal's Representative has requested a fast response (max 30 mins) and the Contractor has responded and commenced grooming within 30 mins as agreed by the Contractor and the Principal's Representative as completed during the claim period, multiplied by the number of machines that were requested to respond on each occasion, multiplied by the lump sum amount in the Schedule of Rates.</p>
<b>23. Existing services</b>	<p>The Contractor is responsible for determining the location and type of all existing services including drains, watercourses, public utilities, water, sewerage, stormwater, telecommunications, electricity and the like, both above and below ground.</p> <p>The Contractor must notify the Principal's Representative immediately upon the discovery of services obstructing the proposed work.</p> <p>Where an existing service requires diversion or relocation, the Contractor must bear all resulting costs and delays.</p> <p>Existing services damaged in the course of the work, must be dealt with as follows: -</p> <ul style="list-style-type: none"> <li>• if the service is to be continued: repair, divert and relocate as required.</li> <li>• if the service is to be abandoned: cut and seal or disconnect and make safe as required.</li> </ul> <p>Where an existing service is damaged by the Contractor for any reason whatsoever, the Contractor must bear all costs and any delays for repairing or disconnecting the service.</p>
<b>24. Cleaning up</b>	Clean up, and remove all waste and unwanted materials from the work sites before completion.
<b>25. Principal's mobile plant</b>	The Contractor must maintain all plant and equipment made available by the Principal for use by the Contractor in a proper manner. If any plant or equipment made available by the Principal is not acceptable when provided, the Contractor must immediately notify the Principal's Representative.

**End of General Conditions of Contract**

## CONTRACT SCHEDULE 1 – OCCUPATIONAL HEALTH AND SAFETY PLAN

In accordance with clause 7, Occupational Health and Safety management, the Contractor must document, implement and maintain a site-specific OHS Management Plan and Safe Work Method Statements that cover the health and safety hazards and risks with carrying out the work under the Contract. Guide and sample documents are available from the Principal to assist with preparing the OHS Management Plan, Safe Work Method Statements and site safety rules. The WorkCover Subby Pack also provides guidance on preparing these and a Safe Work Method Statement form (see <http://www.workcover.nsw.gov.au>).

### 1. The Contractor's OHS Management Plan must:

- show the name and registered office address of the organisation;
- address each of the safety management elements outlined below, as they relate to the work under the Contract, including any subcontractors involved; and
- show the signature of a senior management representative of that organisation and the date signed.

### 2. The Contractor's OHS Management Plan must include and describe the following:

- a statement of responsibilities for all those with an OHS responsibility with the work under the Contract;
- arrangements for OHS induction and training;
- hazard identification and risk assessment, with risk control and review processes;
- arrangements for managing OHS incidents, with the name of the responsible person(s);
- site safety rules and the means of disseminating these and other information to those working on the work sites; and
- identification of, and means of documenting and implementing, Safe Work Method Statements.

### 3. The Contractor's Safe Work Method Statements must:

- be on organisation's letterhead and show the name and registered office address of the organisation; and
- be signed as authorised by a senior management representative of that organisation and show the date signed.

### 4. The Contractor's Safe Work Method Statements must be prepared for all work activities assessed as having a significant health or safety risk and must include a description/identification of the following:

- the work activities to be undertaken, including the step-by-step sequence involved in doing the work and the identification of work activities with health and safety hazards and risks;
- the potential health and safety hazards and risks associated with the work and with each step of the work;
- the controls that will be in place to minimise the significant hazards and risks with activities;
- all precautions to be taken to protect health and safety;
- all health and safety instructions to be given to persons involved with the work;
- health and safety legislation, codes or standards applicable to the work, and where these are kept;
- the names and qualifications of those who will:
  - supervise the work; and
  - inspect and approve for use work areas, work methods, protective measures, plant, equipment and power tools
- what training is required, and will be or has been given to each of the people involved, with the work;
- the names of all those involved with the work, and those who will be or have been trained in the work activities described in the Safe Work Method Statement, and the names and qualifications of those responsible for training them;
- the plant and equipment that will most likely be used on the work sites (eg. ladders, scaffolds, grinders, electrical leads, welding machines, fire extinguishers and the like);
- any WorkCover permits required to complete the work; and
- the inspection and maintenance checks that will be or have been carried out prior to use on the equipment listed.

## CONTRACT SCHEDULE 2 – ENVIRONMENTAL MANAGEMENT PLAN

note: Use this schedule only if an environmental management plan is required, otherwise delete.

In accordance with clause 8, Environmental management, the Contractor must adopt and implement an acceptable Environmental Management Plan to suit the work under the Contract in the following form, and submit it to the Principal prior to commencing related work under the Contract.

Using the sample format provided below as a guide (and with reference to the New South Wales Government Environmental Management Systems Guidelines), develop a nominated Environmental Management Plan that identifies the significant environmental risks/opportunities involved in the work and the nominated measures required to manage those risks/opportunities.

The environment management objectives	The environmental management measures:
<b>1. CONSERVATION OF PLANTS &amp; WILDLIFE</b>	
Protection of trees, plants and animals	<input type="checkbox"/> Protect existing trees and plants at and around the work sites from damage and do not remove flora without approval from the Principal <input type="checkbox"/> Protect birds, fish and animals at and around the work sites from harm and do not remove fauna from the work sites without approval from the Principal <input type="checkbox"/> Ensure that animals and plants are not brought onto the work sites without the written agreement of the Principal <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 pedestrian, 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 work sites <input type="checkbox"/> The Contractor nominates the following additional measures:    <input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures:    
<b>2. CONSERVATION OF RESOURCES</b>	
Manage materials, plant and equipment used under the Contract to minimise: 1. resource use 2. ozone depleting effects 3. detrimental effects on air, water, quality.	<input type="checkbox"/> Minimise the use of imported topsoil <input type="checkbox"/> Reuse all topsoil on site <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) <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"/> The Contractor nominates the following additional measures:    



**CONTRACT SCHEDULE 2 – ENVIRONMENTAL MANAGEMENT PLAN**

The environmental management objectives	The environmental management measures:
	<input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures: .....
<b>3. POLLUTION CONTROL</b>	
Vehicles and plant	<input type="checkbox"/> Do not use vehicles or plant producing excessive emissions <input type="checkbox"/> Do not bring vehicles or plant with fuel or oil leaks to the work sites <input type="checkbox"/> Wash down vehicles only in areas approved by the Principal <input type="checkbox"/> The Contractor nominates the following additional measures: ..... <input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures: .....
Stormwater is not polluted by cleaning activities and plants/grass are not adversely affected	<input type="checkbox"/> Use only water based, non-toxic paints <input type="checkbox"/> Use only water to clean brushes and rollers <input type="checkbox"/> The Contractor nominates the following additional measures: ..... <input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures: .....
Soil erosion controlled	<input type="checkbox"/> Install the following sediment control devices prior to commencement of construction: ..... <input type="checkbox"/> The Contractor nominates the following additional measures: ..... <input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures: .....
Soil contamination is not disturbed or released to the environment	<input type="checkbox"/> Establish, in consultation with the Principal, if contaminated soil is present at the work sites prior to commencing work at a work site <input type="checkbox"/> The Contractor nominates the following additional measures: ..... <input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures: .....

**CONTRACT SCHEDULE 2 – ENVIRONMENTAL MANAGEMENT PLAN**

<b>The environmental management objectives</b>	<b>The environmental management measures:</b>
Noise impact on neighbours, occupants or users of facility minimised	<input type="checkbox"/> Keep within EPA/Department of Environment and Conservation (DECC) and Council noise limits <input type="checkbox"/> Use equipment in good repair and condition <input type="checkbox"/> Use noise suppression equipment (eg. silencers on compressors) <input type="checkbox"/> Do not expose workers and visitors to excessive noise <input type="checkbox"/> The Contractor nominates the following additional measures:  <input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures:  
Trade Waste Licence conditions applicable to the facility are not breached.	<input type="checkbox"/> Ensure procedures are in place to avoid breaches of the Trade Waste Licence conditions (May apply to discharges from cooling water systems, condenser water systems, heating water systems, cooking facilities, engine discharges etc where water is treated with chemicals or where large sediment loads exist) <input type="checkbox"/> The Contractor nominates the following additional measures:  <input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures:  
Air pollution from 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"/> The Contractor nominates the following additional measures:  <input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures:  
Disposal of waste, including - <ul style="list-style-type: none"> <li>• Packaging materials</li> <li>• Replaced or redundant parts or materials.</li> <li>• Chemicals</li> <li>• Oils and greases from machinery and cooking processes</li> <li>• Paints and solvents including the cleaning of equipment, tools and</li> </ul>	<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:

## CONTRACT SCHEDULE 2 – ENVIRONMENTAL MANAGEMENT PLAN

The environmental management objectives	The environmental management measures:
brushes <ul style="list-style-type: none"> <li>• Cleaning materials and rags</li> <li>• Other waste,</li> </ul> in accordance with statutory requirements	<input type="checkbox"/> The Contractor nominates the following additional measures: ..... <input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures: .....
<b>Emergencies</b> 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 with the Principal to procedures for handling oil and chemicals before placing on the work sites <input type="checkbox"/> Document key contacts <input type="checkbox"/> The Contractor nominates the following additional measures: ..... <input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures: .....
<b>Compliance Audit</b> Compliance with Principal environmental requirements and, where breaches are detected, rectification of defects within the time period set in the audit process	<input type="checkbox"/> Inspect the work sites 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 environmental audits by others <input type="checkbox"/> Rectify any environmental breaches identified within the time frame specified in an audit or by the Principal <input type="checkbox"/> The Contractor nominates the following additional measures: ..... <input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures: .....
<b>4. RECORDS AND REPORTING</b> <b>Records</b> Sufficient documentation to demonstrate: <ul style="list-style-type: none"> <li>• Approved management plans</li> <li>• Training records</li> <li>• Valid disposal certificates and/or company certification of appropriate disposal as applicable</li> </ul>	<input type="checkbox"/> Update the site-specific Environmental Management Plan (EMP) <input type="checkbox"/> Report on the implementation of the site-specific EMP <input type="checkbox"/> Submit incident reports to the Principal and to regulators where required <input type="checkbox"/> Submit waste disposal certificates or certification of appropriate disposal to the Principal where applicable <input type="checkbox"/> Keep training records for inspection <input type="checkbox"/> The Contractor nominates the following additional measures: .....

CONTRACT SCHEDULE 2 – ENVIRONMENTAL MANAGEMENT PLAN

The environmental management objectives	The environmental management measures:
<ul style="list-style-type: none"><li>Correspondence with regulators including evidence that the cause of non-compliances has been fixed</li></ul>	<div><input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures: .....</div>
<b>Incident Reporting</b> All environmental incidents are immediately reported to Principal	<div><input type="checkbox"/> Immediately report all environmental incidents to the Principal</div> <div><input type="checkbox"/> The Contractor nominates the following additional measures: .....</div>
	<div><input type="checkbox"/> The Contractor identifies the following person who will be responsible for managing the above measures: .....</div>

## CONTRACT SCHEDULE 3 – STATUTORY DECLARATION

Oaths Act  
(NSW) Ninth  
Schedule

## Definitions

*The Principal* .....  
*is* .....  
*The Contractor* .....  
*is* .....  
 ACN/ABN.....  
*The Contract* .....  
*is* .....  
 Contract No. ....  
 Contract Title.....  
 dated .....(date of letter of acceptance) between the party  
 identified as the Principal and the party identified as the Contractor.

## Declaration

*Full name* I, .....  
*Address* of .....  
 .....  
 do hereby solemnly Declare and affirm that:  
 1 I am the representative of the Contractor in the Office Bearer capacity of  
 .....  
*Insert position*  
*title of the*  
*Declarant*  
 2 I am in a position to make this statutory Declaration about the facts attested to.  
**REMUNERATION OF CONTRACTOR'S EMPLOYEES ENGAGED TO CARRY OUT WORK IN CONNECTION WITH THE CONTRACT**  
 3 All remuneration payable to the Contractor's relevant employees for work done in connection with the Contract to the date of this statutory Declaration has been paid and the Contractor has made provision for all other benefits accrued in respect of the employees.  
 Relevant employees are those engaged in carrying out the work done in connection with the Contract.  
 Remuneration means remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees [s127(6) of the Industrial Relations Act 1996].  
**REMUNERATION OF THE EMPLOYEES OF SUBCONTRACTORS ENGAGED TO CARRY OUT WORK IN CONNECTION WITH THE CONTRACT**  
 4 The Contractor *is/is not* a principal contractor for the work done in connection with the Contract, as defined in section 127 of the Industrial Relations Act 1996.  
 5 Where the Contractor is also a principal contractor for work done in connection with the Contract, the Contractor has been given a written statement in its capacity of principal contractor under section 127(2) of the Industrial Relations Act 1996 by each subcontractor in connection with that work stating that all remuneration payable by each subcontractor to the subcontractor's relevant employees for work done in connection with the Contract to the date of this Declaration has been paid, and each subcontractor has made provision for all other benefits accrued in respect of each subcontractor's employees.  
 6 I am aware that the Industrial Relations Act 1996 requires any written statement provided by subcontractors must be retained for at least 6 years after it was given and Declare that the Contractor has accordingly made arrangements for the secure retention of the written statements.

Delete the  
words *in italics*  
that are not  
applicable.

**WORKERS COMPENSATION INSURANCE OF THE CONTRACTOR'S WORKERS**

- 7 All workers compensation insurance premiums payable by the Contractor to the date of this statutory Declaration in respect of the work done in connection with the Contract have been paid. This statutory Declaration is accompanied by a copy of any relevant certificate of currency in respect of that insurance.

**WORKERS COMPENSATION INSURANCE FOR WORKERS OF SUBCONTRACTORS**

- 8 The Contractor *is / is not* a principal contractor for work done in connection with the Contract, as defined in section 175B of the Workers Compensation Act 1987.
- 9 Where the Contractor is also a principal contractor for work done in connection with the Contract, the Contractor has been given a written statement under section 175B of the Workers Compensation Act 1987 in the capacity of principal contractor in connection with that work to the intent that all workers compensation insurance premiums payable by each subcontractor in respect of that work done to the date of this statutory Declaration have been paid, accompanied by a copy of any relevant certificate of currency in respect of that insurance.
- 10 I am aware that the Workers Compensation Act 1987 requires any written statement provided by subcontractors and any related certificate of currency must be retained for at least 7 years after it was given and Declare that the Contractor has accordingly made arrangements for the secure retention of the written statements.

Delete the words *in italics* that are not applicable.

**EMPLOYER UNDER THE PAY-ROLL TAX ACT**

- 11 The Contractor *is registered as / is not required to be registered as* an employer under the Pay-roll Tax Act 1971.
- 12 All pay-roll tax payable by the Contractor in respect of wages paid or payable to the relevant employees for work done in connection with the Contract to the date of this statutory Declaration has been paid.
- 13 The Contractor *is / is not* a principal contractor for work done in connection with the Contract, as defined in section 31G of the Pay-roll Tax Act 1971.
- 14 Where the Contractor is also a principal contractor for work done in connection with the Contract, the Contractor has been given a written statement under section 31H of the Pay-roll Tax Act 1971 in the capacity of principal contractor in connection with that work to the intent that all pay-roll tax payable by each subcontractor in respect of the wages paid or payable to the relevant employees for that work done to the date of this statutory Declaration has been paid.
- 15 I am aware that the Pay-roll Tax Act requires any written statement provided by subcontractors must be retained for at least 5 years after it was given and Declare that the Contractor has accordingly made arrangements for the secure retention of the written statements.

Delete the words *in italics* that are not applicable.

Delete the words *in italics* that are not applicable.

**PAYMENTS TO SUBCONTRACTORS**

- 16 The Contractor has paid every subcontractor, supplier and consultant all amounts payable to each of them by the Contractor as at the date of this statutory Declaration with respect to engagement of each of them for the performance of work or the supply of materials for or in connection with the Contract.
- 17 The provisions of clause "SECURITY OF PAYMENT", if included in the Contract, have been complied with by the Contractor.
- 18 The Contractor has been informed by each subcontractor and consultant to the Contractor (except for subcontracts and agreements not exceeding \$25,000 at their commencement) by written statement in equivalent terms to this Declaration (made no earlier than the date 14 days before the date of this Declaration):
- .1 that their subcontracts with their subcontractors, consultants and suppliers comply with the requirements of clause "SECURITY OF PAYMENT", if included in the Contract, as they apply to them; and

.2 that all of their employees, subcontractors, consultants and suppliers, as at the date of the making of such a statement have been paid all remuneration and benefits due and payable to them by, and had accrued to their account all benefits to which they are entitled from, the subcontractor or consultant of the Contractor or from any other of their subcontractors or consultants (except for their subcontracts and agreements not exceeding \$25,000 at their commencement) in respect of any work for or in connection with the Contract.

- 19 I am not aware of anything to the contrary of any statutory Declaration referred to in paragraph 18 of this Declaration and on the basis of the statements provided, I believe the matters set out in paragraph 18 to be true.
- 20 And I make this solemn Declaration, as to the matters 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.

Signature of  
Declarant .....

Declared at

Place .....

Date on.....

before me

Signature of  
legally  
authorised  
person\* before  
whom the  
Declaration is  
made .....

Name and title  
of person\*  
before whom  
the Declaration  
is made .....

**Notes:**

1. In this Declaration:
  - (a) the words "principal contractor", "employee", "employees" and "relevant employees" have the meanings applicable under the relevant Acts;
  - (b) the word "subcontractor" in paragraphs 5, 6, 9, 10, 14 and 15 has the meaning applicable under the relevant Act; and
  - (c) otherwise the words "Contractor" and "subcontractor" (including "supplier" and "consultant") have the meanings given in or applicable under the Contract.
2. \* The Declaration must be made before one of the following persons:
  - (a) where the Declaration is sworn within the State of New South Wales:
    - (ii) a justice of the peace of the State of New South Wales;
    - (iii) a solicitor of the Supreme Court of New South Wales with a current practising certificate;
    - (iv) a notary public; or
    - (v) another prescribed person legally authorised to administer an oath under the Oaths Act (NSW); or
  - (b) 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.

<b>Technical Specification</b>
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**S-01 DESCRIPTION OF WORK**

The work involves grooming of snow on the following areas in Perisher Valley and Smiggin Holes and as shown on the Drawings :

- (a) Cross Country Ski Trails
- (b) Piper's Ridge Toboggan Slope
- (c) Oversnow Routes and Internal Snowbound Roads

**S-02 DURATION OF CONTRACT**

For a period of five (5) winter seasons commencing 1<sup>st</sup> June 2008 and ceasing 15<sup>th</sup> October 2012.

**S-03 NATURE OF CONTRACT****S-03.1 Schedule of Rates**

The Principal does not represent that the hours nominated in the Schedule of Rates will be the actual hours required per annum. The hours nominated in the Schedule of Rates are estimates only based on historical averages. The actual hours required will depend on prevailing weather conditions. The Principal reserves the right to vary the hours required accordingly.

**S-03.2 Minimum Annual Payment**

The Principal guarantees a total minimum payment per annum for the Contract equivalent to 100 hours multiplied by the rate for Item 2.A1.1. This will be paid at the following rates:

- 30 hours at the end of each of June and July;
- 20 hours at the end of each of August and September.

The minimum payment per annum is not in addition to the amounts paid for completion of work as per the Schedule of Rates. Should the agreed monthly invoice for work completed be less than the minimum equivalent payment for that month, the Contractor shall submit an additional invoice for the difference between the monthly invoice for work completed and the minimum equivalent payment for that month. Should the agreed monthly invoice for work completed exceed the minimum equivalent payment for that month, there will be no additional minimum annual payment for that month by the Principal. Once the Contract value for a particular season (based on agreed invoice amounts) is equivalent to the 100 hours multiplied by the rate for Item 2.A1.1, there will be no additional minimum annual payments for the remainder of that season.



For example:

<b>ACTUAL HOURS WORKED</b>	<b>MINIMUM EQUIVALENT PAYMENT (MONTH)</b>	<b>ACTUAL AMOUNT TO BE PAID TO CONTRACTOR (MONTH)</b>	<b>CUMULATIVE AMOUNTS</b>
June – 20 hours	June – 30 hours	June – 30 hours	30 hours
July – 30 hours	July – 30 hours	July – 30 hours	60 hours
August – 60 hours	August – 20 hours	August – 50 hours	110 hours
Sept – 15 hours	Sept – 20 hours	Sept – 15 hours	125 hours
<b>TOTAL</b>			<b>125 hours</b>

<b>ACTUAL HOURS WORKED</b>	<b>MINIMUM EQUIVALENT PAYMENT (MONTH)</b>	<b>ACTUAL AMOUNT TO BE PAID TO CONTRACTOR (MONTH)</b>	<b>CUMULATIVE AMOUNTS</b>
June – 10 hours	June – 30 hours	June – 30 hours	30 hours
July – 20 hours	July – 30 hours	July – 30 hours	60 hours
August – 10 hours	August – 20 hours	August – 20 hours	80 hours
Sept – 10 hours	Sept – 20 hours	Sept – 20 hours	100 hours
<b>TOTAL</b>			<b>100 hours</b>

## **S-04 CROSS COUNTRY SKI TRAILS**

The Cross Country Ski Trail network for which grooming is required is shown on Drawings 1 and 2 in the Drawings section.

### **S-04.1 Winter Snow Grooming Objectives**

The objectives of winter snow grooming of the cross country ski trails are:

1. To prepare the snow-base (hard packed, air reduced).
2. To pack snowfalls to preserve and stabilise snow.
3. To level the skiing surface and provide set tracks where and when nominated.
4. To pull snow back onto high use areas of a trail.
5. To repair damaged surfaces caused by solar melt, wind scour or water.
6. To reconstitute the skiing surface by breaking up ice, by rotary tilling and by repacking.
7. To establish and maintain desirable surface profiles suited to all skier standards and those skiers with mobility disabilities.
8. To provide safe and enjoyable skiing surfaces for all skiers.
9. To provide a skiing surface for freestyle and classical skiing comparable with internationally accepted standards to suit all levels of cross country skiers.
10. To protect vegetation and other natural features of the area.
11. To build and conserve track base (snow) by farming snow from drifts and/or snow fence areas.

The winter grooming program will be sufficiently flexible to be geared to specific needs and conditions as determined by snow conditions, snow depth, precipitation, temperature, wind speed and direction, forecast conditions, events, traffic impact on the snow surface, time of day, elevation and aspect/exposure. These factors will be taken into consideration when daily grooming schedules are determined by the Principal's Representative in consultation with the Contractor.

Unless specifically requested by the Principal's Representative, grooming in marginal snow depth conditions will not be permitted where an unacceptable level of damage to equipment or vegetation is likely to occur. Machinery should not traverse across exposed vegetation areas and tilling should not occur in marginal snow depth conditions.

#### **S-04.2 Grooming Priorities**

Grooming priorities will generally be according to the Track and Grooming Schedule in the Drawings section.

#### **S-04.3 Grooming Times**

The Track and Grooming Schedule in the attached Drawings shows average times (2004 & 2005) for completion of grooming on specific tracks. During the course of grooming, should the Contractor anticipate that the time taken to complete a specific section will be more than 20% higher than the times listed in the Track and Grooming Schedule in the attached Drawings, the Contractor is to notify the Principal's Representative by phone immediately if between the hours of 6am and 6pm or in these times if the event occurs out of these hours.

The average grooming times will be monitored against the Track and Grooming Schedule on a weekly basis. Variations above the average will require an explanation to the satisfaction of the Principal's Representative. The grooming times are a key performance indicator in the contract's ongoing and annual assessment.

### **S-05 PIPER'S RIDGE TOBOGGAN SLOPE**

The Piper's Ridge Toboggan Slope for which snow grooming is required is shown on Drawing 4 in the Drawings section of this document.

Toboggan slope grooming is the maintenance of the designated toboggan slope at Perisher Valley, Pipers Ridge. The slope is to be groomed to an even and smooth surface with an even distribution of snow and a complete snow cover. All moguls and hollows are to be removed. The Toboggan Slope has an approximate area of 5,000 square metres. The Toboggan Slope will be groomed on an as needed basis, as directed in writing by the Principal's Representative.

### **S-05.1 Winter Grooming Objectives**

The objectives of winter snow grooming of the Piper's Ridge Toboggan Slope is

1. To prepare the snow-base (hard packed, air reduced).
2. To pack snowfalls to preserve and stabilise snow.
3. To level the toboggan surface.
4. To pull snow back onto high use areas of the slope.
5. To repair damaged surfaces caused by solar melt, wind scour or water.
6. To reconstitute the surface by breaking up ice, by rotary tilling and by repacking.
7. To establish and maintain desirable surface profiles suited to all standards.
8. To provide safe and enjoyable surfaces for all users.
9. To protect vegetation and other natural features of the area.
10. To build and conserve the snow base by farming snow from drifts and/or snow fence areas.

The winter grooming program will be sufficiently flexible to be geared to specific needs and conditions as determined by snow conditions, snow depth, precipitation, temperature, wind speed and direction, forecast conditions, events, traffic impact on the snow surface, time of day, elevation and aspect/exposure. These factors will be taken into consideration when daily grooming schedules are determined by the Principal's Representative in consultation with the Contractor.

Unless specifically requested by the Principal's Representative, grooming will not be permitted where there is a snow depth of less than 300mm (as measured by the Principal's Representative) or an unacceptable level of damage to equipment or vegetation is likely to occur. Machinery should not traverse across exposed vegetation areas and tilling should not occur in marginal snow depth conditions.

### **S-05.2 Long Term Toboggan Slope Management**

During the Contract period, the management of the Toboggan Slope may be taken over by Perisher Blue Pty Ltd. In this case, the Toboggan Slope grooming would be removed from this Contract. The ongoing need for grooming the Toboggan Slope would be discussed at the annual review meeting.

In signing this Contract, the Contractor acknowledges that this may occur and agrees to not seek compensation from the Principal under this Contract for the reduced scope of work. The minimum hours from S-03.2 will still apply to the adjusted scope of work.

## **S-06            OVERSNOW ROUTES AND INTERNAL ROADS**

The Oversnow Routes and Internal Roads for which snow grooming is required are shown on Drawings 4 and 5 in the Drawings section of this document.

### **S-06.1            General**

Oversnow route and internal roads snow grooming is the maintenance of the designated oversnow routes and internal roads. The grooming is only to be undertaken on the written direction of the Principal's Representative. The routes and roads are to be groomed to a smooth consistent finish, and to a minimum width of 3 metres. "Waves" are to be graded out as far as practically possible.

The Principal's Representative reserves the right to request grooming of routes and roads other than those shown on Drawings 4 and 5, subject to the reasonable practicality of grooming such routes.

### **S-06.2            Winter Grooming Objectives**

The objectives of winter snow grooming of the oversnow routes and internal roads are:

1. To prepare the snow-base (hard packed, air reduced).
2. To pack snowfalls to preserve and stabilise snow.
3. To level the surface.
4. To pull snow back onto high use areas.
5. To repair damaged surfaces caused by solar melt, wind scour or water.
6. To reconstitute the surface by breaking up ice, by rotary tilling and by repacking.
7. To establish and maintain desirable surface profiles.
8. To protect vegetation and other natural features of the area.
9. To build and conserve the snow base by farming snow from drifts and/or snow fence areas.

The winter grooming program will be sufficiently flexible to be geared to specific needs and conditions as determined by snow conditions, snow depth, precipitation, temperature, wind speed and direction, forecast conditions, events, traffic impact on the snow surface, time of day, elevation and aspect/exposure. These factors will be taken into consideration when daily grooming schedules are determined by the Principal's Representative in consultation with the Contractor.

Unless specifically requested by the Principal's Representative, grooming in marginal snow depth conditions will not be permitted where an unacceptable level of damage to equipment or vegetation is likely to occur. Machinery should not traverse across exposed vegetation areas and tilling should not occur in marginal snow depth conditions.

## **S-06.2 Long Term Internal Roads Management**

During the Contract period, the length of concrete sealed roads within the Perisher Range Resorts area will increase and the length of unsealed roads will decrease. In signing this Contract, the Contractor acknowledges that this may occur and agrees to not seek compensation from the Principal under this Contract for any additional wear and tear or damage to vehicles in carrying out the Works. The minimum hours from S-03.2 will still apply to the adjusted scope of work.

## **S-06.3 MSU Facilities**

In addition to the above, from the main oversnow routes and internal roads, provide access to the following NPWS municipal services installations, as directed in writing by the Principal's Representative.

1. NPWS Perisher Workshop & Office – rear snowmobile entry
2. Perisher Sewage Treatment Plant - rear (northern) end to Chemical Storage area; southern end to main pedestrian access and Perisher Creek side to access UV building and Perisher Creek sampling points. Contractor to liaise with plant operators to determine nature and extent of grooming required.
3. Perisher Sewage Pump Station 1 (opposite Muddle Green Lodge)
4. Perisher Sewage Pump Station 2 (near main Perisher Car Park)
5. Rock Creek Water Pump Station
6. Perisher Reservoirs (north & south)
7. Piper's Creek Water Pump Station
8. Blue Cow Transfer Station

## **S-07 MACHINERY AND EQUIPMENT**

### **S-07.1 Supply**

The Contractor is to supply all machinery, attachments, implements, fuels and lubricants required to carry out the works.

### **S-07.2 Performance Capability**

Machinery must be designed to work in difficult snow and terrain conditions, and be capable of carrying various attachments and implements such as multi-function U-blades, power rotary tillers, compactor bars, rollers and tracksets for moving and grooming snow to the required standard.

Typical performance criteria required of each size of machine include:

- Large** – capable of pushing large quantities of snow, grooming & setting classical tracks; operates in good snow conditions.

**Medium** – capable of pushing small quantities of snow, capable of grooming & setting classical tracks; operates in normal\typical and marginal snow conditions.

**Small** – capable of operating on narrow ski trails in all snow conditions, including marginal conditions; capable of setting classical tracks; typically used to ‘touch-up’ tracks between grooming with larger machines.

Attachments and implements for snowgrooming equipment must be professionally designed and fabricated to ensure it meets the performance requirements of this specification.

Each oversnow vehicle shall be fitted with an operating horn, reversing alarm and flashing orange lights which are visible a minimum of 100m from the vehicle in clear conditions.

The Contractor shall supply and place visible warning signs at the start of each cross country trail head indicating that “Grooming machines working ahead & may be travelling towards you. Take Care. Please keep off freshly groomed trails”. The signs should be prominently placed on the trail head and marked with a strobe light or orange flashing light.

### **S-07.3 Registration**

All oversnow vehicles must be registered and licensed to operate as such by the NSW Roads and Traffic Authority, and will be inspected by the Principal’s Representative before authorisation is granted to operate the vehicles in Kosciuszko National Park.

In addition, all oversnow vehicles must be also registered with the Principal, and all operators must be licensed with the Principal.

### **S-07.4 Fees & Charges**

The Contractor is responsible for all fees and charges associated with carrying out the Works under this Contract, including but not limited to RTA registration (oversnow & road vehicles), NPWS registration (oversnow vehicles), NPWS Park Entry, municipal services levies & charges and utility charges.

### **S-07.5 Garaging of Machinery and Implements**

All machinery and implements, when not in use, shall be garaged, or otherwise stored in a designated location approved by the Principal’s Representative. Provided the Contractor demonstrates to the Principal’s Representative that the appropriate controls are in place, planned minor servicing (eg. small quantity fluid changes) of equipment at the garaged premises or approved sealed hardstand areas will be permitted. However, planned major servicing, where there is the potential for larger quantities of hydraulic fluids and oils and fuels to

be involved, will not be permitted at the garaged premises unless it operates as a functioning mechanical workshop throughout the year.

Emergency repairs shall be permitted on unsealed areas to make a machine operational and allow it to travel to a garaged area, sealed hardstand area or mechanical workshop as required, for further repairs.

Equipment shall be garaged internally or out of the Kosciuszko National Park during non-operational periods.

#### **S-07.6 Availability of Equipment**

The Contractor shall have available sufficient appropriate grooming equipment to simultaneously undertake in an 8 hour period, grooming requests from the Principal's Representative. The Contractor shall allow as a minimum, the following typical combination of requests:

1. Cross Country Ski Trails, Internal Roads and Oversnow Routes.
2. Cross Country Ski Trails, Internal Roads and Oversnow Routes and the Toboggan Slope.

The Principal's Representative may request grooming at any time of the day or night, 7 days a week, during the ski season.

In the event that the Contractor is unable to meet grooming requests under this Contract, the Contractor shall notify the Principal's Representative by telephone as soon as practicable. The Principal's Representative will assign priority to grooming requirements and advise the Contractor.

#### **S-07.7 Machinery Presentation**

Snow grooming machinery and equipment used under this Contract shall at all times be well presented and well maintained. Paintwork, lights, accessories, panels and signage shall all be operating, free of scratches, free of damage and generally in a condition which demonstrates the commitment of the Contractor in carrying out the Work as an agent of the Principal.

### **S-08 VEHICLE MOVEMENT**

Oversnow vehicles will not be permitted to travel over the snow-cleared portion of Kosciuszko Road or sealed carparks. Should this be impracticable due to adverse weather conditions, the Principal's Representative may authorise oversnow transport to and from the interchange to the point on the Kosciuszko Road at which snow clearing has been completed.

## **S-09 RIGHT OF PRINCIPAL'S REPRESENTATIVE**

The Principal's Representative reserves the right to:

1. Require the employment of drivers who possess training and experience in this type of operation.
2. Not pay for costs associated with increases in grooming times for training of operators or machinery breakdowns.

## **S-10 ENVIRONMENTAL CONTROLS**

### **S-10.1 Emergency and Incident Procedures**

The Contractor must have written emergency and incident procedures, understood by all staff, and with lines of communication and points of responsibility clearly defined.

### **S-10.2 Accidental Leakages or Spills of Fuel or Lubricant**

Accidental leakages or spills of fuel or lubricant from machinery shall be dealt with by taking immediate measures to contain the spill and follow emergency procedures.

### **S-10.3 Storage of Fuels and Lubricants**

Fuels, lubricants, oils and other dangerous and hazardous materials shall be stored in a manner and at locations approved by the Principal's Representative.

## **S-11 DAMAGE TO PROPERTY**

Any damage caused by the Contractor to infrastructure or structures, such as buildings, access ladders, fire hydrants, marker posts, snow fencing, bridges, manhole lids, buildings and vehicles must be repaired at the Contractor's expense, or otherwise the Principal will arrange repair/replacement with the cost to be deducted from payments to be made to the Contractor.

## **S-12 DAMAGE TO VEGETATION OR OTHER NATURAL FEATURES**

The Contractor is obliged to avoid damage to vegetation or other natural features during the implementation of this Contract. In the event of damage, the Principal will arrange repair to damaged features with the cost to be deducted from the payments to be made to the Contractor.



**S-13****GROOMING REQUESTS**

The Principal's Representative will provide written requests to undertake grooming principally by fax or by other means as mutually agreed. The requests will be in a similar form to that shown in the Drawings section. Typically, the grooming requests will be provided to the Contractor before 4pm each day. If no requests are received, there is no requirement to undertake grooming that day. Typically, the request will require the grooming to be completed before 6:30am the following day.

Typically, there are two (2) distinct preferred grooming periods during the winter season. These are:

<b>Early \ Mid-Season</b>	- 12 midnight to 6:30am
<b>Spring</b>	- 2:30pm to midnight

Grooming should preferably be conducted during the optimum period to suit snow and weather conditions to produce superior results and minimise costs. The Principal's Representative shall notify the Contractor of the preferred time of day at which grooming is to commence. If the Contractor is unable to meet this request, the Contractor shall notify the Principal's Representative by telephone immediately and advise of the reasons.

Grooming may be requested for special events and may require specific grooming requirements and completion times.

Grooming times commence from the time that the machine commences work on the trail, road, toboggan slope or route, and excludes warm up and travel time.

Occasionally, the Principal's Representative will require work to be undertaken at short notice. On these occasions, the Principal's Representative will pay a premium over and above the normal grooming rates for the duration of that particular request. To be eligible for the extra over \ fast response rates, the Contractor will need to have the required machine(s) at the nominated location within half an hour of receiving the request. Typically, these requests will be made during the hours of 6am to 6pm.

Should the request be sent from NPWS after 4pm and the work is required before 6am the following day, the Contractor is entitled to undertake the work on the extra over \ fast response rates for the machines involved on that particular request.

Occasionally, the Principal's Representative will initially request that work be undertaken via a telephone call. If the call is made before 4pm, the normal grooming rates will apply. If the call is made after 4pm, the extra over \ fast response rates will apply for that particular request. The Principal's representative will follow up the telephone request for grooming with a written request within 24 hours of the telephone call.

The Contractor shall provide a contact number for 7 day \ 24 hour response to requests from the Principal's Representative.

## **S-14        REPORTS AND MEETINGS**

On a weekly basis provide written evidence (eg. plant dockets etc.) to the Principal's Representative of the work undertaken for the previous week, matched to a written request from the Principal's Representative.

The Contractor shall update the board at the Nordic Ski Shelter with the status of each cross country ski trail at the completion of the daily grooming of the cross country ski trails. In addition, provide a daily written report by fax to the Principal's Representative on track conditions for all cross country ski trails within an hour of completion of grooming. This report will be provided by the Principal's Representative to media outlets and tourist information centres for reports to the public.

At a minimum, weekly review meetings will be held between the Contractor and the Principal's Representative to discuss the previous week's grooming activities and to discuss requirements for the coming week. Additional communications may be required on a day by day basis.

An annual review meeting will be held at the end of the official snow season between the Contractor and the Principal's Representative to discuss the season's grooming activities.

## **S-15        GROOMING STANDARD**

The grooming is to be completed to the satisfaction of the Principal's Representative, in accordance with clauses S-04, S-05 and S-06. The Principal's Representative will randomly inspect the groomed areas after the completion of the grooming of that area. Taking into account the use of the area since grooming was completed, should the grooming standard not be to the satisfaction of the Principal's Representative, the Contractor shall rectify the nominated areas at their own expense within a reasonable time period specified by the Principal's Representative.

The grooming standard is considered a key performance indicator in the ongoing and annual contract assessment. Repeated failure to provide a satisfactory grooming standard will be considered a substantial breach of the Contract.

## **S-16        OTHER GROOMING WORKS**

The Principal's Representative may allow not for profit organisations, such as the NSW Ski Association, to undertake grooming of the cross country ski trails in the periods between grooming by the Contractor. The Principal's Representative will not allow other organisations or Contractors to profit from

these arrangements. In signing this Contract, the Contractor acknowledges that this may occur and agrees to not seek compensation from the Principal under this Contract.

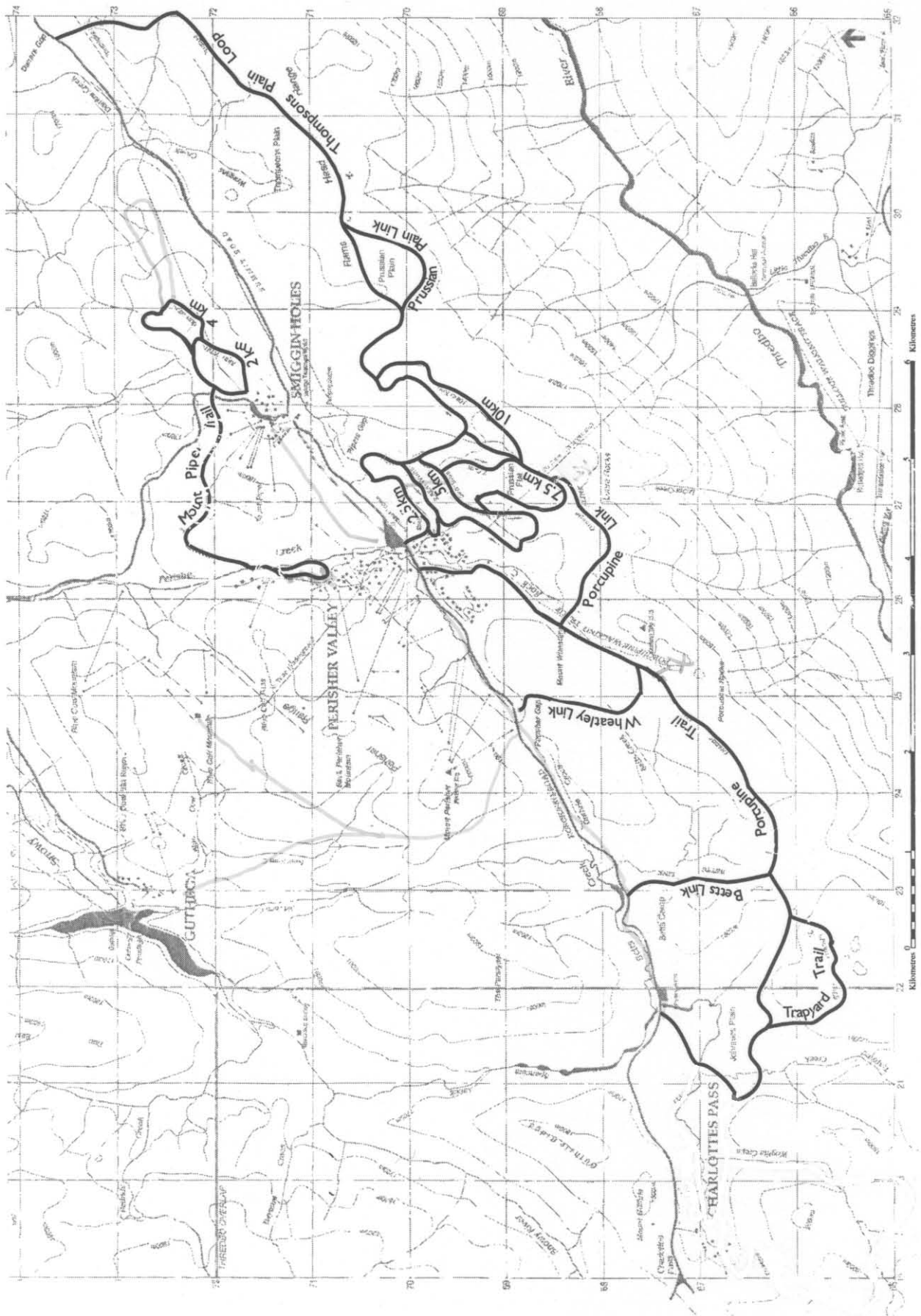
## Drawings

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TRACK NAME	Approx LENGTH (metres)	Description	Category	Groom quality	Groom frequency	2004/ 2005 Average time taken to groom
Kids Loop	361.3		1	Width up to 6 metres, up to 2 sets of classic tracks	Groomed up to daily (on request but usually when any other tracks groomed)	~ 12 minutes
Access Track	275.3		1	Width up to 6 metres, up to 2 sets of classic tracks	Groomed up to daily (on request - when any other tracks groomed)	~ 18 minutes (05-07 average)
Beginners Bowl			1	Groom with can be up to 50m X 100m if main bowl and extra bowl groomed, multiple classical tracks	Groomed up to daily on request	~ 10 minutes
2.5km	2762.8		2	Width up to 6 metres, up to 2 sets of classic tracks	Groomed up to daily	~ 23 minutes
5km	5041.0		2	Width up to 6 metres, up to 2 sets of classic tracks	Groomed up to daily	~ 39 minutes
7.5km	6711.7		3	Width of up to 4 metres, one set of classic tracks	Groomed for weekends and peak periods or on request	~ 57 minutes
10km	9687.3		3	Width of up to 4 metres, one set of classic tracks	Groomed for weekends and peak periods or on request	~ 67 minutes
Porcupine Link	N/A		3	Width of up to 4 metres, one set of classic tracks	Groomed infrequently for peak periods	N/A
Porcupine Trail	N/A	to Porcupine rocks only	3	Width of up to 4 metres, one set of classic tracks	Groomed infrequently for peak periods	N/A
Mt. Pipers Trail	N/A		3	Width of up to 4 metres, one set of classic tracks	Groomed rarely for peak periods	N/A
Smiggin 2km	2423.5		3	Width of up to 4 metres, one set of classic tracks	Groomed up to twice weekly in peak periods	~ 72 minutes
Smiggin 4km	3334.2		3	Width of up to 4 metres, one set of classic tracks	Groomed up to twice weekly in peak periods	
Porcupine Trail (beyond Porcupine)	N/A	beyond Porcupine rocks to Charlotte Pass	4	Groomed for touring, width up to 3 metres, may often require smaller machine	Groomed rarely for peak periods	N/A

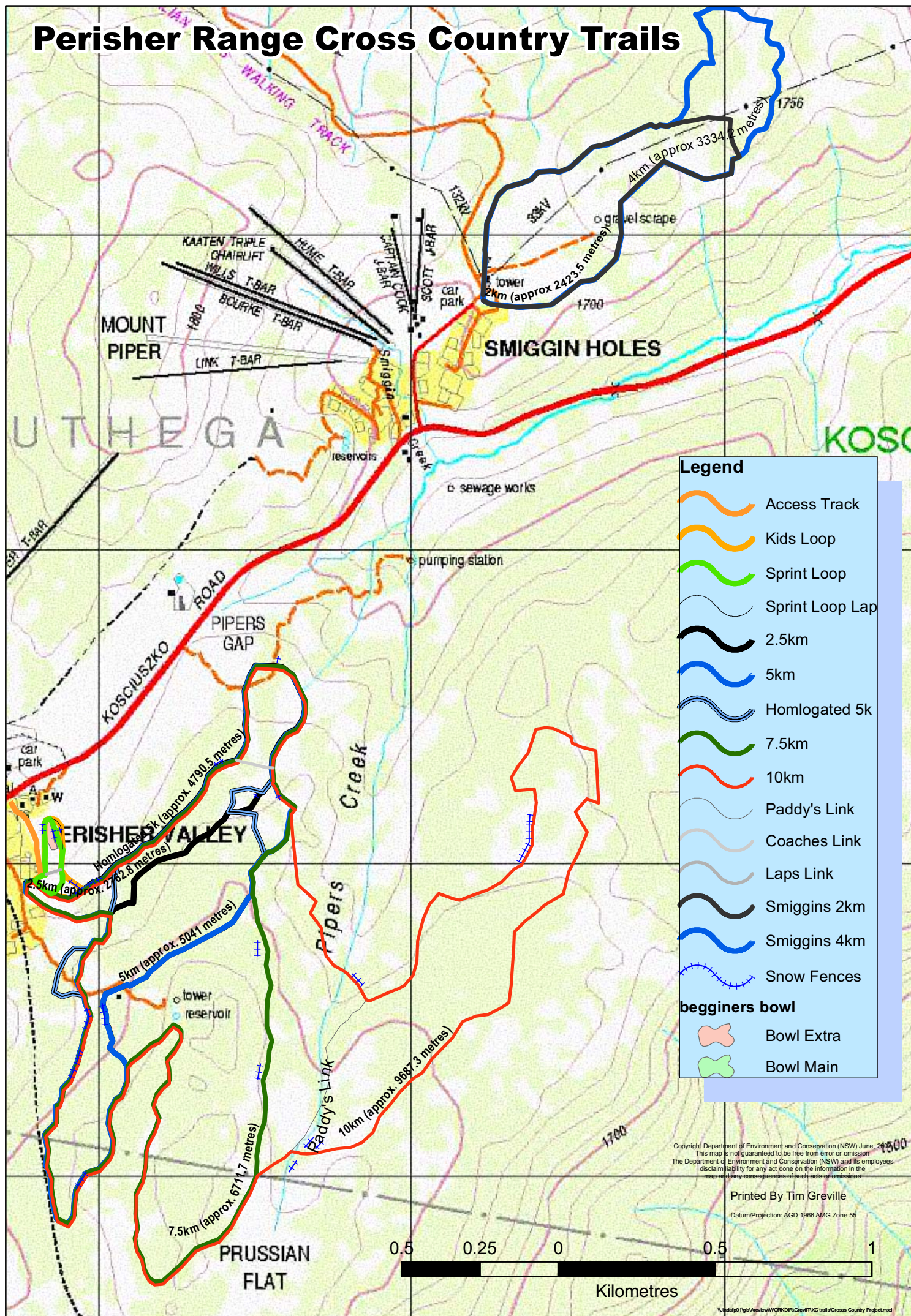
Thompsons Plain Trail	N/A	currently closed	4	Groomed for touring, width up to 3 metres, may often require smaller machine	not currently groomed aside from sections for events and week lead up	N/A
Trapyard Trail	N/A	Branches and re-joins Porcupine Track	4	Groomed for touring, width up to 3 metres, may often require smaller machine	Groomed rarely for peak periods	N/A
Wheatley Trail	N/A	from Porcupine via Wheatley and Perisher Gaps to Perisher Valley	4	Groomed for touring, width up to 3 metres, may often require smaller machine	Groomed rarely for peak periods	N/A
Kosciuszko Rd. Trail	N/A	from Perisher Valley to Charlotte Pass (via Sugarloaf)	4	Groomed up to 8 metres with up to 2 classical tracks	Groomed rarely for peak periods and events	N/A
Betts Link Trail	N/A	Between Porcupine Trail and Kosci. Road Trail	4	Groomed for touring, width up to 3 metres, may often require smaller machine	Groomed rarely for peak periods	N/A
Pipers Link	N/A	currently closed	4	Groomed for touring, width up to 3 metres, may often require smaller machine	not currently groomed aside from sections for events and week lead up	N/A
Paddy's Link	569.3		link	Width of up to 4 metres, one set of classic tracks	Groomed on request when 10km groomed	N/A
Coaches Link	120.5		link	Width of up to 4 metres, one set of classic tracks	Groomed up to daily when 2.5km or further groomed	N/A
Laps Link	0.0		link	Width up to 6 metres, up to 2 sets of classic tracks	Groomed up to daily when 2.5km or further groomed	N/A
Homologated 5k	4790.5		race	Width up to 6 metres, up to 2 sets of classic tracks	Groomed upon special event request on race day and week lead up	N/A
Sprint Loop	596.3		race	Width up to 8 metres, up to 6 sets of classic tracks	Groomed when Sprint track groomed	N/A
Sprint Loop Lap	120.3	addition to loop	race	Width up to 8 metres, up to 6 sets of classic tracks	Groomed upon special event request on race day and week lead up (may need intensive prep)	N/A

# Perisher Range Ski Trails Network





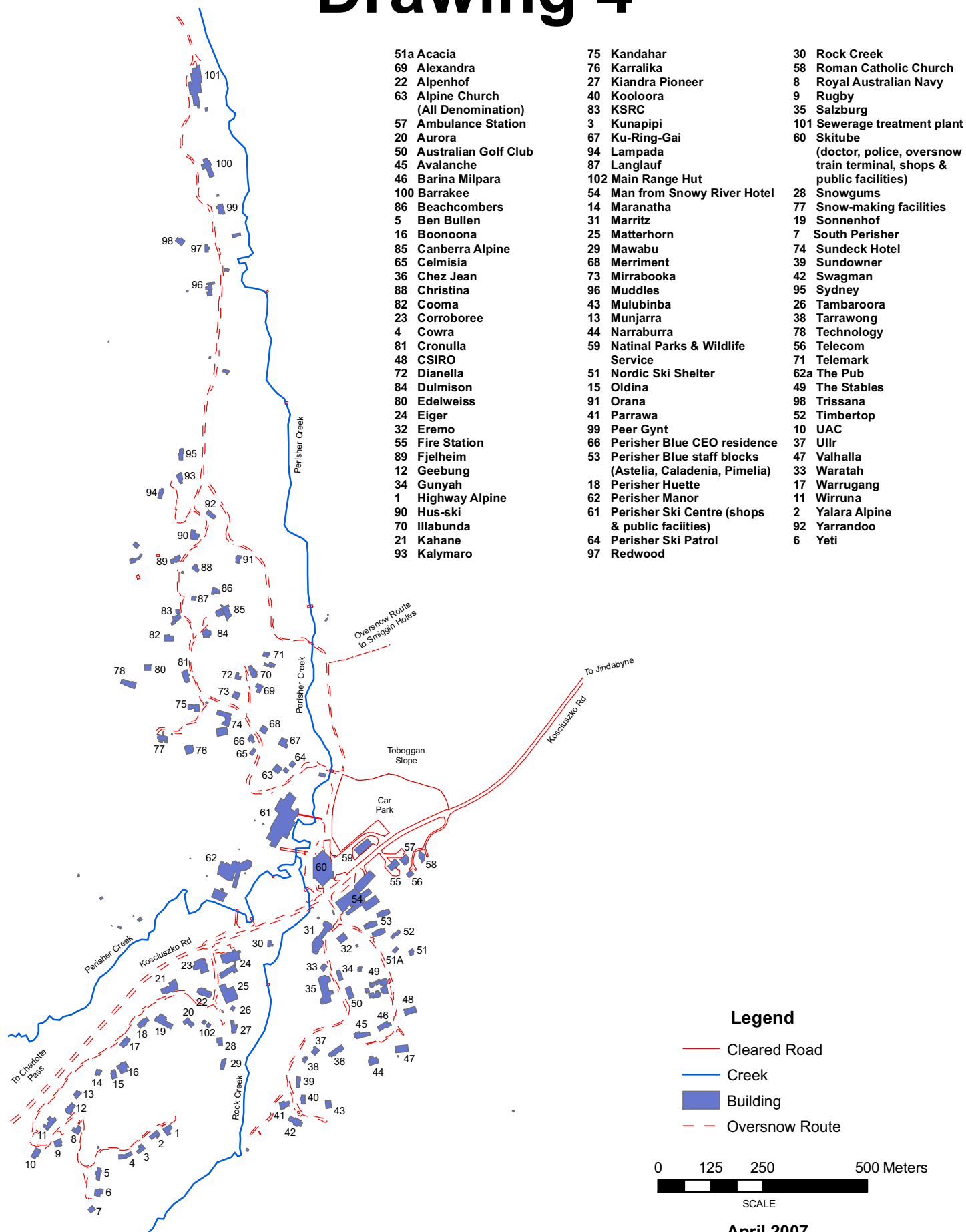
# Perisher Range Cross Country Trails





# Perisher Valley

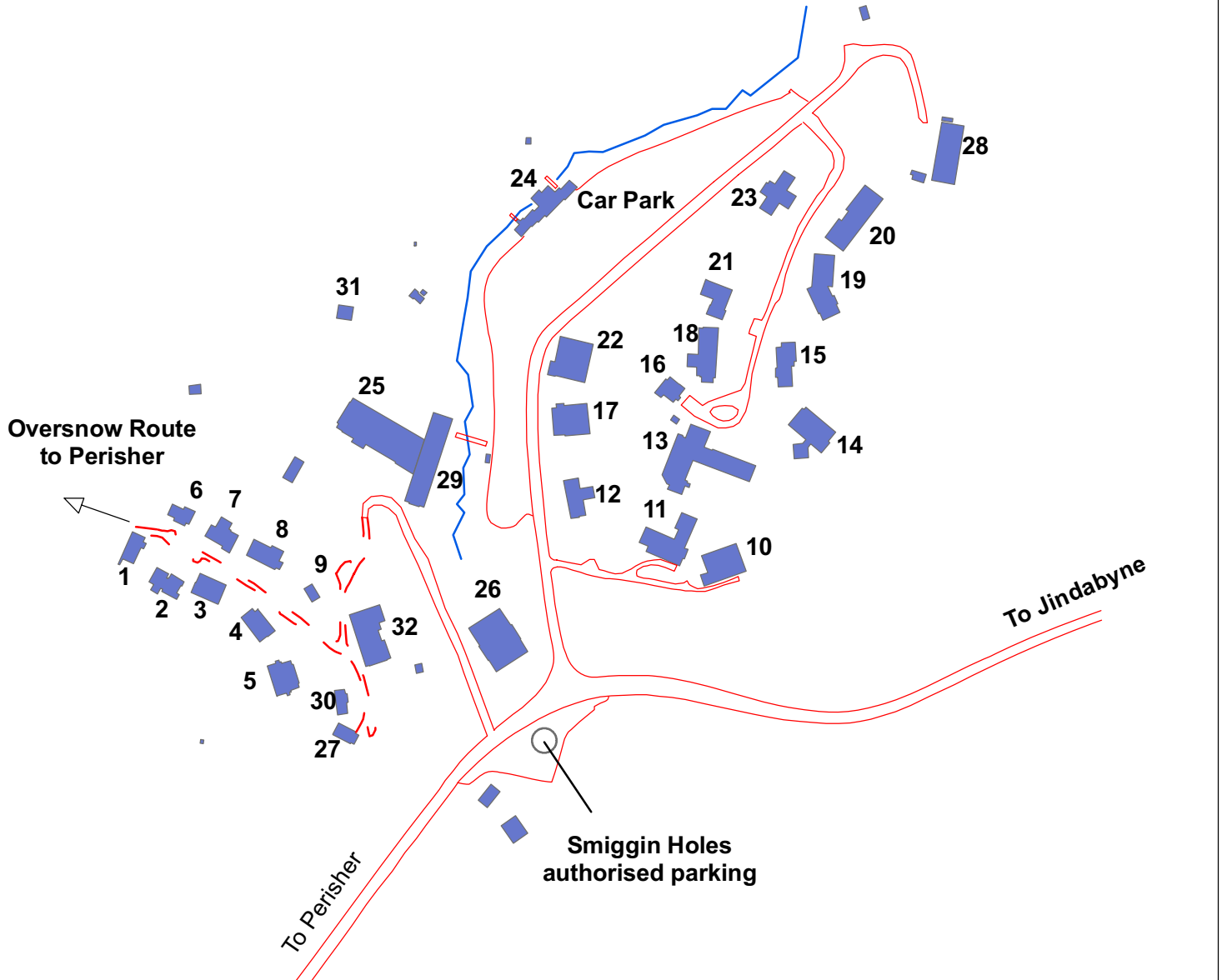
## Drawing 4



# Smiggin Holes

## Drawing 5

Link Road to Guthega  
(Closed in Winter)



- 5 Apex
- 9 Caloola
- 14 Clancy Alpine
- 23 Gunuma
- 22 Heidi's
- 7 Illawarra
- 8 Illoura
- 15 IMBAC
- 12 Lodge 21
- 3 Lodge 29 - Smiggins Hotel staff accommodation
- 16 Moerlina
- 1 Muniong
- 27 Numbananga - NPWS staff accommodation
- 26 Perisher Blue workshop
- 11 Royal Coachman
- 32 Smiggins Chalet Apartments
- 25 Smiggins Hotel

- 6 Smugglers
- 10 Snow Bunny
- 28 Snow clering shed
- 4 Snow Country
- 17 Snowline ski centre - shops, ski and toboggan hire
- 13 Snowy Gums
- 2 Southern Cross
- 30 Spruce - Perisher Blue staff accommodation
- 29 The Arcade - under Smiggins Hotel - ticket sales, gift shop, ski hire and repairs, food outlets
- 19 The Lodge
- 31 Tow Hut - Smiggin Holes Mountain Office (Perisher Blue)
- 24 Wattle - Smiggins Ski Centre - Lift ticket sales, public toilets and phones, kiosk & Perisher Blue staff accommodation
- 18 Wildspitze
- 20 Willow - Perisher Blue staff accommodation
- 21 Windarra

### Legend

- Cleared Road
- - - Oversnow Route
- Creek
- Building


0 50 100 200 Meters


SCALE


April 2007


# Perisher Valley to Smiggin Holes Oversnow Routes Drawing 6


**Legend**

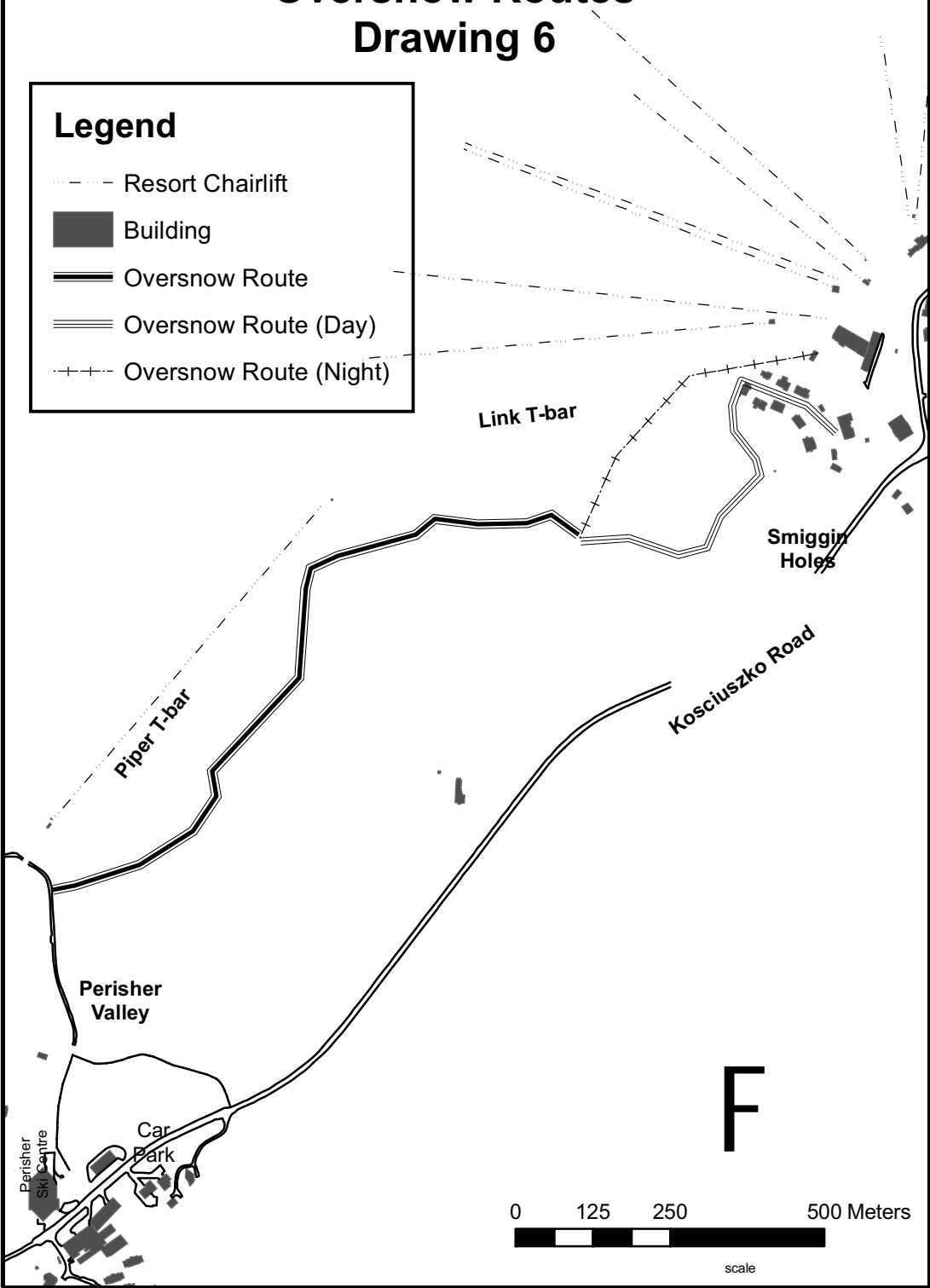
 Resort Chairlift

 Building

 Oversnow Route

 Oversnow Route (Day)

 Oversnow Route (Night)





NO Request #

4

## Grooming request for cross-country ski trails.

**To: Matt Klemm      Perisher Blue: 02 64575548(Fax)**

From (CIRCLE) : **Tim Greville** **Mark Abernethy** **Steve Bickerstaff** **Gilly Crundwell** **Andrew Miller** **Ian Dicker**

Date and time of NO request: 5 / 7/07, AM / PM (NB: request done before 3:00 PM day prior)

ATTACHED ADDITIONAL INSTRUCTIONS (CIRCLE):

YES (# pages) \_\_\_\_\_

NO \_\_\_\_\_

**Please undertake the following grooming for / 07 (also fill in below)**

please groom (if not circled operator to use best judgment): late PM the day before OR Early AM on the day

TRAIL	Pack	Groom	Trackset	COMMENTS
Nordic shelter access trail				
Beginners Bowls				
Kiddie Pop				
Perisher 75 km				
Perisher 5 km				
Porcupine 25 km				
Perisher 25 km				
Smugglers 25 km				
Agg 25 km				
Waddy Link				
Pipers trail (Nth P to Smigs)				
Porcupine Link				
Porcupine trail ( Rock Ck to Perisher Gap Via Wheatley)				
Other:				

**DATE:**

**NO GROOMING to be done on Thursday 5<sup>th</sup> For Friday 6<sup>th</sup>**

**NB: a daytime groom may be considered if conditions change**

DATE:

**NO GROOMING to be  
done on Thursday 5<sup>th</sup>  
For Friday 6<sup>th</sup>**

**NB: a daytime groom may be considered if conditions change**

**Tim (Summit Ranger): 0428159336**  
**XC Liaison Officers: 042981233**  
**Mark (personal phone): 0421754459**  
**Steve (personal phone): 0428578205**

**Gilly Crundwell: 0413537543**  
**Andrew Miller (Jagungal Ranger): 0427437391**  
**Ian Dicker (Alpine Area Manager): 0427700168**



Correlates to groom docket #

Request #

40

## Grooming request for cross-country ski trails.

To: Matt Klemm Perisher Blue: 02 64575548(Fax)

From (CIRCLE): Tim Greville Mark Abernethy

**Steve Bickerstaff**

Andrew Miller

Ian Dicker

Gilly Crundwell

Date AND time of request: 3/ 4/07

9.00

AM / (NB: attempt to have done before 3:00 PM day prior)

ATTACHED ADDITIONAL INSTRUCTIONS (CIRCLE):

YES (# pages )

NO

**Please undertake the following grooming for**

**4 / 8 / 07**

please groom (if not circled operator to use best judgment): late PM the day before OR Early AM on the day

TRAIL	Pack	Groom	Trackset	COMMENTS
Nordic shelter access trail		YES	YES	
Beginners Bowl		YES	YES	
Kids loop		YES	YES	
Perisher 2.5km		YES	YES	
Perisher 5 km		YES	YES	
Perisher 7.5km		YES	YES	
Perisher 10km		no	no	
Smiggins 2km		no	no	
Smiggins 4km		no	no	
Paddys Link				
Pipers trail (Nth P to Smigs)				
Porcupine Link				
Porcupine trail ( Rock Ck to Perisher Gap Via Wheatley)				
Other:				

Tim (Summit Ranger): 0428159336

XC Liaison Officers: 042981233

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