



INVITATION TO TENDER

TENDER NO. T02889440

in respect of

SHOALHAVEN GROUNDS MAINTENANCE

Contract Officer: Raj Rajendran

Phone No.: 02 4724 2270

Email Address: raj.rajendran@sca.nsw.gov.au

Closing Date and Time: **Wednesday 9/2/2010 at 10.00AM**

Place for Lodgement: **Either**
through the NSW Government
eTendering web site www.tenders.nsw.gov.au/sca

or
lodgement to

Tender Box
Sydney Catchment Authority
Level 4, 2-6 Station Street
PENRITH NSW 2750

Mandatory Tender Briefing: **9.30AM Thursday 20/1/2011 at the SCA Burrawang Office - Directions:** From Sydney take M5 towards Canberra, take Mittagong exit passing the township proceed to Bowral, at the bottom end of township at the roundabout take Kangaloon Road, proceed along Sheep Wash Road **cross** the Illawara Highway, a few km down turn left into Wildes Meadow Road, proceed a few km and turn right into the SCA Depot/ Burrawang Pumping Station. The meeting room is in the first building on your right. **(MAP attached).**
All attendees to bring their own safety gear and refreshments for the whole day. Buses organised to go around various sites.

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PART A - CONDITIONS OF TENDER

A1. THE TENDER

- (a) The Tenderer submits its Tender to carry out the Works for the Fee set out in clause B2.
- (b) The Tender is submitted as an offer that may be accepted by the SCA by a letter of acceptance.
- (c) Unless otherwise agreed the terms of the Contract will be in accordance with the Invitation to Tender.
- (d) The SCA may issue a formal instrument of agreement if it so chooses.
- (e) Tenders are to be deposited in or posted to the Tender Box on Level 4, 2-6 Station Street, Penrith NSW 2750 addressed to the Procurement Manager or through the SCA's online eTendering website at **<https://tenders.nsw.gov.au/sca>**. Tenders submitted electronically will be treated in accordance with the Electronic Transactions Act 2000 (NSW), and given no lesser level of confidentiality, probity and attention than tenders submitted by other means. Tenderers, by electronically submitting a tender, are taken to have accepted any conditions shown on the SCA online eTendering website. The Principal may decline to consider for acceptance, tenders that cannot be effectively evaluated because they are incomplete or corrupt. Applications submitted electronically must be in Adobe PDF file format that can be read, displayed and printed. Tenderers may compress electronic tenders in any format that can be decompressed by WinZip. Applicants must not submit self-extracting (*.exe) zip files. Tenderers must not change existing text in electronic tender forms other than to insert required information.
- (f) The SCA will not consider late tenders.
- (g) The Tenderer's Tender shall remain open for acceptance by SCA for 90 days from the Closing Date.
- (h) The Tenderer acknowledges that no information provided by or on behalf of the Tenderer to the SCA is or will be false or misleading.
- (i) The Tenderer warrants that it submits its Tender in good faith.
- (j) The SCA may, in its sole discretion, reject or accept any Tender or abandon the tender process and will not be liable to any Tenderer for any such decision.
- (k) The Tenderer must complete all Part B Schedules and other documentation in the form required by the Invitation to Tender.
- (l) Tenderers are required to independently acquaint and satisfy themselves with all aspects of this Invitation to Tender. Tenderers shall be deemed to have:

- (i) examined all information relevant to the risks, contingencies and other circumstances having an effect on the Tender;
 - (ii) requested information in relation to environmental matters including as to the existence of any environmental conditions of approval;
 - (iii) satisfied themselves as to the correctness and sufficiency of the Tender and that all Fees cover the cost of complying with the Invitation to Tender and all matters and things necessary for the due and proper provision of the Works; and
 - (iv) examined the Sites where the Works will be provided and satisfied themselves as to the ingress and egress to the Sites, physical restrictions, environmental and safety considerations and all necessary approvals required.
- (m) A **Mandatory** tender briefing will be held on Wednesday 19/1/2010 at the SCA Burrawang Office commencing at 9.30AM to discuss aspects of this Invitation to Tender including an explanation of the Services required and questions from the floor will be answered. This will be followed by a Site Inspection.

It is **Mandatory** that all prospective Tenderers attend the briefing to be eligible to submit a Tender.

Each Tenderer may attend with supporting persons such as subcontractors and consultants however, the maximum number of people who may attend the briefing on behalf of each Tenderer is two (2).

- (n) Tenderers should contact the Contract Officer by email if they have any queries. Tenderers should note that all answers to clarification questions will be issued in writing to all Tenderers.
- (o) The SCA reserves the right to seek clarification, verification and additional information from third parties and the Tenderer authorises the SCA to do so.
- (p) The Tenderer acknowledges and warrants that:
 - (i) It has not provided nor will it provide false and misleading information to the SCA;
 - (ii) No conflict of interest exists at the date of submitting this Tender. The Tenderer will immediately inform the SCA of it becoming aware of any actual or potential conflict of interest at any time;
 - (iii) Evidence of collusive tendering may lead to the rejection of some or all Tenders and Tenderers involved in such practices may be barred from tendering to the SCA in the future; and
 - (iv) The SCA may invite, consider evaluate and accept Tenders from entities which were involved (in any way) in the preparation of the Invitation to Tender (including the Specification).

- (q) All fees must be submitted in Australian currency.
- (r) The Tender Fee shall include GST. The Tender Fee shall be payable by cash, acceptable credit cards or cheque drawn in favour of the “Sydney Catchment Authority”.
- (s) The SCA will evaluate the Tender based on the Technical response to the requirements of the Tender along with the Commercial risk and compliance and the Tender Fee. The information used to evaluate the Tenders will include but not be limited to the information submitted by the Tenderer in the Schedules.
- (t) In accordance with NSW Government policy to publicly disclose details of its contracts, the SCA may publish the following information about a contract awarded under this Invitation to Tender:
 - (i) details of Contract (description of project to be completed or goods/services to be provided or property to be transferred; commencement date of the Contract; the period of the Contract);
 - (ii) the full identity of the successful Tenderer including details of cross ownership of relevant companies;
 - (iii) the Fee and the basis for future changes in the Fee;
 - (iv) the significant evaluation criteria and the weightings used in tender assessment; and
 - (v) provisions for re-negotiation (where applicable).
- (u) In accordance with NSW Government policy to publicly disclose details of its contracts, the SCA publishes information regarding the contracts it enters into with private sector (on the internet and elsewhere as determined by the SCA). This disclosure is made in full compliance with the *Freedom of Information Act 1989* (as amended by the *Freedom of Information (Open Government – Disclosure of Contracts) Act 2006*) (‘the FOI Act’) and Premier’s Memorandum M2007-01 Public Disclosure of Information arising from NSW Government Tenders and Contracts.
- (v) Tenderers may request that SCA not disclose information included in their Tender that would place the Tenderer at a substantial commercial disadvantage with its competitors but must give the reasons for requesting this. Tenderers must identify any information within their Tender which is considered Commercial-in-Confidence by marking such information “Commercial-in-Confidence”. Such a notation will assist SCA in deciding which, if any, information should be disclosed but does not necessarily prevent disclosure. Only that information which is genuinely confidential should be marked “Commercial-in-Confidence”. SCA will advise a Tenderer in contention for the Contract what information it agrees not to disclose. SCA’s decision is however final and is at SCA’s absolute discretion and Tenderers will not make any claim against SCA in relation to any action taken under this clause. A decision by SCA under this paragraph is not a decision which falls within any dispute resolution procedures specified in the Contract being tendered for.

- (w) SCA may publish the identities of all Tenderers but will not disclose other information included in an unsuccessful Tender. For contracts valued at over \$100,000, SCA will normally publish the names of Tenderers when Tenders close, and other information about the Contract specified above, on the Contracts Notice Board, Level 4, 2-Station Street, Penrith NSW and on the SCA e-Tendering website (www.tenders.nsw.gov.au/sca) within ninety (90) days after award of the Contract. For other contracts SCA will disclose the specified information on request.
- (x) The Tenderer will keep confidential and will not disclose to any third party any information, whether oral or recorded, including all drawings, specifications and other documents, provided to or obtained by the Tenderer concerning SCA or this Tender, which is not in the public domain (or which is in the public domain as a consequence of a breach of this provision). The Tenderer may, however, make disclosure to a bona fide independent consultant, subcontractors or suppliers retained by the Tenderer for the purposes of preparing or submitting this Tender provided that the consultant has furnished a written undertaking of confidentiality to SCA on terms similar to this clause. Without limitation no Tenderer will in any way publicise its Tender or proposed Tender.
- (y) Where a Tenderer offers an alternative option which may benefit the SCA it should be accompanied by the conforming Tender, fully described, including how it differs from the requirements of the Invitation to Tender, and all foreseen advantages detailed. All such alternatives will be considered on their merits.

A2. ASSESSMENT OF TENDERS

- (a) The SCA will evaluate Tenders received in order to assess which Tender(s), if any, will be accepted.
- (b) In the course of the evaluation process, the SCA may request additional information by way of clarification or otherwise. The cost of providing any additional information must be borne by the Tenderer.
- (c) Tenderers are advised that the SCA reserves the right to seek clarification, verification and additional information from third parties, and the Tenderer authorises the SCA to do so.
- (d) As part of the evaluation process, selected Tenderers may be invited to make a presentation to the SCA.
- (e) All valid Tenders will be evaluated in accordance with the criteria set out below. The criteria are not listed in any special order, some may be mandatory, will not necessarily be accorded equal weight and are not exhaustive.
- (f) The criteria include:

Technical

1. Demonstrated relevant experience and expertise of proposed staff including that of any Subcontractors [Schedules B9 & B11]

2. Proposed mobilisation plan, Works program and available plant resources to carry out the works [Schedule B5]
3. Tenderer's (including any Subcontractors) past performance in carrying out similar services [Schedule B4.3]
4. Attendance at whole day tender briefing and site visit (mandatory)

Commercial

1. Compliance with Commercial Conditions [Schedule B3]
2. Departures and Qualifications [Schedule B3]
3. Satisfactory insurances (mandatory) [Schedule B12]
4. Risk associated with the use of Subcontractors [Schedule B11]

Price

1. Tender Price [Schedule B2]
 2. Any reimbursable items listed in the Departures and Qualifications [Schedule B3]
 3. Costs to the SCA associated with any Departures and/or Qualifications contained in the tender submitted [Schedule B3]
- (g) The Schedules referred to above are a guide only and SCA reserves the right to review any Schedule or any part of the Tender submitted as part of the assessment of any criteria.
- (h) SCA may engage the Works of external organisations to assist with the evaluation of Tenders.
- (i) No contract whatsoever shall come into existence between the SCA and the Tenderer until a formal letter of acceptance is issued in relation to this Invitation to Tender, and then only on the terms outlined in that letter of acceptance, and any contract which may, but for this clause, have come into existence regarding the tender process is excluded. If, notwithstanding this clause. such a contract is found then the SCA's liability in relation to such contract is limited to \$1.00.

PART B - SCHEDULES**B1. TENDER FORM**

Name of Tenderer:
(the "Tenderer")

Is the Tenderer a corporation/partnership/individual/proprietor/other:

.....

ABN (and ARBN if applicable):

Company Address:

.....

.....

.....

Contact Person:

Telephone No.:

Facsimile No.:

Mobile No.:

Email Address:

Address for service of notices:

.....

.....

.....

.....
Name of and Signed by Tenderer

.....
Date

By executing this Tender Form in strict accordance with the Invitation to Tender documents:

- A. the Tenderer tenders and offers to carry out the Services named, shown and described in the Invitation to Tender; and
- B. the Tenderer further promises and agrees, in the event of the tender being accepted, to be bound by the Invitation to Tender and the Tender and any other terms of the Contract.

(Signature)

(Signature)

(Name and role of signatory)

(Name and role of signatory)

(Note: in the case of partnerships at least one capable of binding the partnership is required to sign. In the case of a company 2 directors or a director and company secretary are required to sign. In the case of a proprietary company that has a sole director who is also the sole company secretary that director is required to sign. In the case of sole traders, the sole trader is required to sign).

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Name of and Signed by Tenderer

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Date

B2. PAYMENT SCHEDULE**B2.1 Contract Fee for one Whole Year**

Location / Area of Work	Work Type / Activity	No. per year	Rate (Per No. Excl GST)	Amount (Per Year excl GST)
Area 1 Wingecarribee Area				
Wingecarribee Dam and associated areas	Grass Maintenance Level 1	16		
Wingecarribee Dam operational drains, including v-notch weir and toe drain.	Grass Maintenance Level 1	12		
Wingecarribee Dam operational tracks	Grass Maintenance Level 1	16		
Wingecarribee Dam Wall	Embankment Maintenance	2		
Glenquary Cut	Grass Maintenance Level 2	10		
Glenquarry Cut (Drains)	Growth and Debris from sites	3		
Wingecarribee Special Area and Swamp Management Trails	Grass Maintenance Level 2	12		
Burrawang Canal	Grass Maintenance Level 2	12		
Burrawang Canal (Drain)	Growth and Debris from sites	2		
Picnic Area (Paths and Roadways)	Growth and Debris from sites	4		
Picnic Area (Drains)	Growth and Debris from sites	2		
Picnic Area	Garden Maintenance	2		
Picnic Area	Grass Maintenance Level 1	16		
		Sub total		

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Name of and Signed by Tenderer

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Date

Area 2 Burrawang Area				
Depot and Grounds	Grass Maintenance Level 1	16		
Depot (Access Road and Paths)	Growth and Debris from sites	2		
Depot (Drains and Sumps)	Growth and Debris from sites	4		
Depot and Grounds	Garden Maintenance	6		
Pumping Station	Grass Maintenance Level 1	14		
Pumping Station Drains	Growth and Debris	4		
Reservoir (Hoddle Street)	Grass Maintenance Level 1	10		
Reservoir (Hoddle Street) Drains	Growth and Debris	4		
Wildes Meadow Canal	Grass Maintenance Level 2	6		
		Sub Total Area 2		

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Name of and Signed by Tenderer

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Date

Area 3 Fitzroy Falls Area				
Main Dam Areas and Saddle Dams	Grass Maintenance Level 2	12		
Depot Area and Helipad	Grass Maintenance Level 1	16		
Operational Drains incl. Toe Drains and V-Notches	Specific Operational Drains	6		
Saddle Dam	Embankment Maintenance	2		
Saddle Dam (Fences and Tracks)	Grass Maintenance Level 2	6		
Special Area Management Trails	Grass Maintenance Level 2	12		
Fitzroy Canal	Grass Maintenance Level 2	12		
Kangaroo Pipeline Road	Grass Maintenance Level 2	6		
Kangaroo Pipeline (Drains and Sumps)	Growth and Debris from sites	2		
Picnic Area	Grass Maintenance Level 1	18		
Picnic Area (Paths and Car Park)	Growth and Debris from sites	6		
Picnic Area	Garden Maintenance	3		
Picnic Area Shelter Shed	Building Maintenance	3		
Picnic Area Toilet Block	Building Maintenance	3		
Picnic Area BBQ Shelters	Building Maintenance	1		
Playground Soft-fall	South East Specific Tasks	18		
Fishing Area	Grass Maintenance Level 2	16		
Fishing Area (Fences and Tracks)	Grass Maintenance Level 2	6		
		Sub Total Area 3		

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Name of and Signed by Tenderer

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Date

Area 4 Bendeela and Kangaroo Valley Area				
Bendeela Depot	Grass Maintenance Level 1	10		
Bendeela Pondage	Grass Maintenance Level 2	6		
Bendeela Pondage	Embankment Maintenance	2		
Operaitonal Drains, incl. Toe Drains and V-Notches	Growth and Debris from sites	12		
Bendeela Pipeline (Drains and Sumps)	Growth and Debris from sites	3		
Bendeela Pipeline (Benches)	Embankment Maintenance	2		
Lake Yarrunga Foreshore Track	Grass Maintenance Level 2	4		
Picnic and Camping Area (inc. Septic Tank Areas)	Grass Maintenance Level 1	18		
Bendeela Road	Grass Maintenance Level 2	6		
		Sub Total Area 4		

Area 5 Tallowa Area				
Picnic Area	Grass Maintenance Level 1	10		
Tallowa Dam Road	Grass Maintenance Level 2	3		
Picnic Area (Car Park and Roads)	Growth and Debris from sites	2		
Picnic Area (Drains)	Growth and Debris from sites	3		
Picnic Area	Embankment Maintenance	2		
Picnic Area Toilet Block	Building Maintenance	3		

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Name of and Signed by Tenderer

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Date

B2.2 Contract Fee for period 1/3/2013 to 30/6/2013

Location / Area of Work	Work Type / Activity	No. per period 1/3/13 to 30/6/13	Rate (Per No. Excl GST)	Amount (for period 1/3/13 to 30/6/13 excl GST)
Area 1 Wingecarribee Area				
Wingecarribee Dam and associated areas	Grass Maintenance Level 1	4		
Wingecarribee Dam operational drains, including v-notch weir and toe drain.	Grass Maintenance Level 1	4		
Wingecarribee Dam operational tracks	Grass Maintenance Level 1	4		
Wingecarribee Dam Wall	Embankment Maintenance	1		
Glenquarry Cut	Grass Maintenance Level 2	3		
Glenquarry Cut (Drains)	Growth and Debris from sites	1		
Wingecarribee Special Area and Swamp Management Trails	Grass Maintenance Level 2	3		
Burrawang Canal	Grass Maintenance Level 2	3		
Burrawang Canal (Drain)	Growth and Debris from sites	1		
Picnic Area (Paths and Roadways)	Growth and Debris from sites	1		
Picnic Area (Drains)	Growth and Debris from sites	0		
Picnic Area	Garden Maintenance	1		
Picnic Area	Grass Maintenance Level 1	4		
		Sub total		

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Name of and Signed by Tenderer

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Date

Area 2 Burrawang Area				
Depot and Grounds	Grass Maintenance Level 1	4		
Depot (Access Road and Paths)	Growth and Debris from sites	0		
Depot (Drains and Sumps)	Growth and Debris from sites	1		
Depot and Grounds	Garden Maintenance	2		
Pumping Station	Grass Maintenance Level 1	3		
Pumping Station Drains	Growth and Debris	1		
Reservoir (Hoddle Street)	Grass Maintenance Level 1	3		
Reservoir (Hoddle Street) Drains	Growth and Debris	1		
Wildes Meadow Canal	Grass Maintenance Level 2	1		
		Sub Total Area 2		

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Name of and Signed by Tenderer

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Date

Area 3 Fitzroy Falls Area				
Main Dam Areas and Saddle Dams	Grass Maintenance Level 2	3		
Depot Area and Helipad	Grass Maintenance Level 1	4		
Operational Drains incl. Toe Drains and V-Notches	Specific Operational Drains	2		
Saddle Dam	Embankment Maintenance	1		
Saddle Dam (Fences and Tracks)	Grass Maintenance Level 2	1		
Special Area Management Trails	Grass Maintenance Level 2	3		
Fitzroy Canal	Grass Maintenance Level 2	3		
Kangaroo Pipeline Road	Grass Maintenance Level 2	1		
Kangaroo Pipeline (Drains and Sumps)	Growth and Debris from sites	1		
Picnic Area	Grass Maintenance Level 1	5		
Picnic Area (Paths and Car Park)	Growth and Debris from sites	2		
Picnic Area	Garden Maintenance	1		
Picnic Area Shelter Shed	Building Maintenance	1		
Picnic Area Toilet Block	Building Maintenance	1		
Picnic Area BBQ Shelters	Building Maintenance	1		
Playground Soft-fall	South East Specific Tasks	5		
Fishing Area	Grass Maintenance Level 2	4		
Fishing Area (Fences and Tracks)	Grass Maintenance Level 2	1		
		Sub Total Area 3		

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Name of and Signed by Tenderer

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Date

Area 4 Bendeela and Kangaroo Valley Area				
Bendeela Depot	Grass Maintenance Level 1	3		
Bendeela Pondage	Grass Maintenance Level 2	1		
Bendeela Pondage	Embankment Maintenance	1		
Operaitonal Drains, incl. Toe Drains and V-Notches	Growth and Debris from sites	4		
Bendeela Pipeline (Drains and Sumps)	Growth and Debris from sites	1		
Bendeela Pipeline (Benches)	Embankment Maintenance	1		
Lake Yarrunga Foreshore Track	Grass Maintenance Level 2	1		
Picnic and Camping Area (inc. Septic Tank Areas)	Grass Maintenance Level 1	5		
Bendeela Road	Grass Maintenance Level 2	2		
		Sub Total Area 4		

Area 5 Tallowa Area				
Picnic Area	Grass Maintenance Level 1	3		
Tallowa Dam Road	Grass Maintenance Level 2	1		
Picnic Area (Car Park and Roads)	Growth and Debris from sites	1		
Picnic Area (Drains)	Growth and Debris from sites	1		
Picnic Area	Embankment Maintenance	1		
Picnic Area Toilet Block	Building Maintenance	1		

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Name of and Signed by Tenderer

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Date

B2.3 SUMMARY OF FEE (from 1/3/2011 to 30/6/2013)

Sub Total Area 1 (ex GST)	
Sub Total Area 2 (ex GST)	
Sub Total Area 3 (ex GST)	
Sub Total Area 4 (ex GST)	
Sub Total Area 5 (ex GST)	
Grand Total per year (ex GST)	
GST	
Grand Total per year (incl. GST)	

.....
Name of and Signed by Tenderer.....
Date

B2.4 Not Used**B2.5 Anticipated Payment Claims**

The Tenderer shall list the anticipated payment claims over the Contract Term for the calendar months commencing on the date of acceptance of the Tender.

This schedule is for information only and does not form part of the Contract.

Monthly Period	Anticipated Payment Claims	
	Progress	Cumulative
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

.....
Name of and Signed by Tenderer

.....
Date

B2.6 Hourly Rates for Variations

The Tenderer shall list the title, role, names and hourly rates for personnel required to carry out variations directed in accordance with clause C11 of the General Conditions of Contract. The Tenderer shall also list the GST to be applied to the hourly rates.

The specified rates (and the GST payable) are the total amount SCA will pay for any variation and the rates shall be inclusive of statutory on-costs, overheads, profit, leave loadings, penalty overtime rates, taxes and all other charges.

Title/Role	Name	Hourly Rate \$ (excluding GST)	GST \$

.....
Name of and Signed by Tenderer

.....
Date

Item No.	Description	Unit	Rate (\$ excl GST)	GST (\$)
1	Backhoe including operator, fuel, transport and overheads	Hr		
2	Bobcat including operator, fuel, transport and overheads	Hr		
3	Truck including operator, fuel, transport and overheads	Hr		
4	Self-loading Truck including operator, fuel, transport and overheads	Hr		
5	Machine to undertake grass maintenance level 1 including operator, fuel, transport and overheads Specify Machine:_____	Hr		
6	Machine to undertake grass maintenance level 2 including operator, fuel, transport and overheads Specify Machine:_____	Hr		
7	Basic Labour – 1 Person	Hr		
8	Supervisor for labour – 1 Person	Hr		

.....
Name of and Signed by Tenderer

.....
Date

B3. NON COMPLIANCE AND QUALIFICATIONS

The Tenderer is required to submit a conforming offer in accordance with the Invitation to Tender.

If the Tenderer proposes to include any departures from or qualifications to the Invitation to Tender, including commercial and/or technical requirements, all such departures and/or qualifications must be fully documented in this Schedule.

Any departures and/or qualifications not shown on this Schedule will not be considered.

Reference (Part and Clause)	Non Compliance	Reason for Non Compliance

.....
Name of and Signed by Tenderer

.....
Date

B4. INFORMATION REGARDING TENDERER'S ORGANISATION**B4.1 Not Used****B4.2 Financial Information**

The Tenderer shall provide the following information:

- (a) Most recent annual financial statements (including balance sheet and profit and loss accounts) audited or certified as correct by director and secretary (in the case of a company), partners (in the case of a partnership) or the proprietor (in the case of an individual Tenderer).
- (b) Particulars of principal banker. The Tenderer is deemed to have given its authority to obtain a bank reference and must provide a formal authority if requested by the SCA.
- (c) Particulars of any threatened or pending litigation, claims or undischarged judgments or orders.
- (d) Particulars of:
 - (i) major debtors and creditors; and
 - (ii) contingent liabilities over \$100,000.
 - (iii) Particulars of any interest the Tenderer or its directors has in any other company, entity or business.
 - (iv) Agreement to a third party audit of financial information.
- (e) Particulars of any interest the Tenderer or its directors has in any other company, entity or business.
- (f) Agreement to a third party audit of financial information.

.....
Name of and Signed by Tenderer

.....
Date

B4.3 Relevant Experience

The Tenderer's experience in the execution of work similar to that included in this Tender will be taken into account when assessing the Tender. Referees may be approached by the SCA for information when assessing the Tender. The naming of referees below by the Tenderer shall be deemed to constitute a formal authority by the Tenderer for SCA to approach such referees.

Particulars of all comparable work currently or recently undertaken:

Client	Nature of Works	Contract Value (\$)	Contract Period and Start/End Date	Referee Name and Phone No.

.....
Name of and Signed by Tenderer

.....
Date

B5. IMPLEMENTATION SCHEDULE**B5.1 Mobilisation Plan**

The Tenderer shall provide a mobilisation plan including timetable as it affects this Invitation to Tender and describing in detail the:

- (a) training and mobilisation of resources; and
- (b) development of procedures as required by Part E.

This schedule should include the Tenderer's methodology for compliance with the requirements of the Contract.

B5.2 Works Program

The Tenderer is to provide a detailed program for implementation of the Works. This program is to include a proposed Date for Completion.

B5.3 Available Plant Resources

Tenderer to list all plant at his disposal to be used on the works.

.....
Name of and Signed by Tenderer

.....
Date

B6. OHS&R

- (a) The Tenderer shall provide copies of its occupational health, safety and rehabilitation policies and procedures and provide details of its proposed Safe Work Method Statement (refer to clause E2.1). (Note that the NSW Government has released some guidelines in relation to Occupational Health and Safety Management Systems. These have not been prepared or endorsed by the Sydney Catchment Authority but may assist Tenderers in relation to the completion of this Schedule).
- (b) The Tenderer shall be familiar with and confirm their compliance with the Site Requirements for Contractors (refer to clause F3).

.....
Name of and Signed by Tenderer

.....
Date

B7. HAZARD CONTROL PLAN

- (a) The Tenderer shall identify control measures to address the key hazards nominated by SCA in the Hazard Risk Identification in clause F2 of this Invitation to Tender.
- (b) The Tenderer shall also identify any additional significant hazards associated with the Contract Works that may not have been identified by the SCA in the Hazard Risk Identification. The Tenderer shall also in this schedule identify control measures to address such additional hazards.
- (c) Tenderers shall include a hazard risk rating giving an assessment of the overall severity of the risk using a WorkCover tool or an equivalent Australian Standard.

Hazard	Control Measures	Hazard Risk Rating (1 High, 2 Medium, 3 Low)
ASBESTOS DRAINS BENDEELA PONDAGE	No maintenance until drains stabilised and management plans prepared by SCA	
Operating Plant & Machinery near water		
Steep Slopes and working at height		
Sun Exposure		
Bites & Stings (Bees, Wasps, Snakes, Ticks)		
Public Road & Traffic		
Cold weather		
Isolated workers		

.....
Name of and Signed by Tenderer

.....
Date

B8. ENVIRONMENTAL INFORMATION

The Tenderer shall complete the following table (note that the NSW Government has released some guidelines in relation to Environmental Management Systems Guidelines. These have not been prepared or endorsed by the Sydney Catchment Authority but may assist Tenderers in relation to the completion of this Schedule):

B8.1 Environmental Details

Item	Details Required	Response
1.	Is the Tenderer aware of the <i>Protection of the Environment Operations Act 1997</i> (NSW) and all other associated legislation, particularly in regard to pollution control, waste disposal and risk management?	Yes/No
2.	If awarded the Contract will the Tenderer operate with due diligence for the duration of the Contract in preventing the pollution of the environment or preventing the disposal of waste without lawful authority in terms of the <i>Protection of the Environment Operations Act 1997</i> (NSW)?	Yes/No
3.	Does the Tenderer have a proper and suitable system in place for ensuring compliance with the <i>Protection of the Environment Operations Act 1997</i> (NSW) and all other associated legislation?	Yes/No
4.	Does the Tenderer have a proper and suitable system in place for obtaining and complying with the appropriate approvals and licences from statutory authorities, notably the Environment Protection Authority?	Yes/No
5.	Does the Tenderer have adequate human resources, supervision, education, training, monitoring systems and procedures in place to comply with the <i>Protection of the Environment Operations Act 1997</i> (NSW) and all other associated legislation?	Yes/No

.....
Name of and Signed by Tenderer

.....
Date

B9. PERSONNEL**B9.1 Experience**

- (a) The Tenderer is to provide details including experience resumes of the Personnel proposed for use on this Contract. The Personnel are to be available for interview if required by Sydney Catchment Authority during the tender assessment.
- (b) In the event that the Tender is successful, the Tenderer shall be bound by the information provided in this Schedule.

In the event that the Tenderer is successful, the Contractor must ensure that the Personnel are available and services under the Contract in the position and to the levels nominated. The Contractor must not substitute any Personnel without the prior approval of the SCA (acting reasonably).

Position	Name	Relevant Experience	Responsibility within respect to the Contract

.....
Name of and Signed by Tenderer

.....
Date

B10. CONFLICTS OF INTEREST AND FAIR DEALING

- (a) The Tenderer shall complete this schedule as part of their Tender. The information (if any) provided by the Tenderer in the space below will be taken into account in evaluating the Tender.
- (b) To the best of the Tenderer's knowledge and belief, after due enquiry, no family relationship exists between:
- (i) on the one hand, the Tenderer or any employee of the Tenderer directly or indirectly involved in the preparation or submission of the Tender; and
 - (ii) on the other hand, any employee of Sydney Catchment Authority involved in evaluation of tenders or administration of contracts or in possession of confidential information relating to the Tender or the Contract.
- (c) Disclosure of family relationships with Sydney Catchment Authority's employees must include details of the nature and extent of the relationship or association.
- (d) The Tenderer has not engaged in any unethical behaviour or sought and/or obtained an unfair advantage in obtaining business with Sydney Catchment Authority and will not in relation to this Tender.
- (e) If the Tenderer had received or receives any money or allowance from or on behalf of another Tenderer in relation to this Tender, the money or the value of the allowance will be held on trust for and become immediately payable to Sydney Catchment Authority.
- (f) If the Tenderer allows or pays to or on behalf of a trade or industry association or another Tenderer or any other person any money in breach of the conditions of the Tender Schedule, Sydney Catchment Authority is entitled to withhold from any payment due to the Tenderer on any account an equivalent sum as liquidated damages.
- (g) Paragraphs (e) and (f) (in this Schedule) are cumulative with and not exclusive of the rights, powers or remedies provided by law to Sydney Catchment Authority independently of those paragraphs.
- (h) In consideration of the Tenderer being permitted to tender, and as a fundamental condition of the Tender, the Tenderer agrees that the specifically related provisions of Part C, Conditions of Contract form part of the Conditions of Tendering and for that purpose the Tender shall be read and construed as though references to the Contractor were references to the Tenderer.
- (i) Unless stated below, the Tenderer has not been nor presently is an employee of Sydney Catchment Authority.
- (j) The Tenderer must notify Sydney Catchment Authority in writing immediately any provision of this Tender Schedule becomes incorrect, with full details of the reasons.

.....
Name of and Signed by Tenderer

.....
Date

THE FOLLOWING INFORMATION IS DISCLOSED FOR THE PURPOSES OF THIS
TENDER SCHEDULE:

.....

.....

.....

.....

.....
Name of and Signed by Tenderer

.....
Date

B11. SUBCONTRACTORS

The Tenderer shall complete the following table for any subcontractors that are to be utilised on the Contract.

The Tenderer is to provide details including experience resumes of the subcontractor(s) proposed for use on this Contract. The subcontractor(s) are to be available for interview if required by Sydney Catchment Authority during the tender assessment.

B11.1 Details of Subcontractors

Subcontractor's Name and Address	Qualifications	Work to be Carried Out

.....
Name of and Signed by Tenderer

.....
Date

B11.2 Details of Subcontractor's Experience

Name and Address of Subcontractor	Client	Nature of Works	Contract Value (\$)	Contract Period (and start/end date)	Referee Name and Phone No

.....
Name of and Signed by Tenderer.....
Date

B11.3 Details of Subcontractor's Experience

Position	Name	Relevant Experience	Responsibility with Respect to Contract

.....
Name of and Signed by Tenderer.....
Date

B12. INSURANCE

The Tenderer must attach to this Schedule a copy of a certificate of currency From their insurance company, not their broker, for each policy of insurance required under the Contract.

If required by the SCA the Tenderer must provide a full copy of each insurance policy required under the Contract.

Tenderers who are unable to satisfy the SCA of their compliance with the insurance requirements may be set aside by the SCA from further evaluation without recourse to the Tenderer.

.....
Name of and Signed by Tenderer

.....
Date

B13. ADDITIONAL INFORMATION

The Tenderer shall list or append hereto all the information required for the Principal to assess the Tenderer with respect to selection criteria listed in clause A2 – Assessment of Tenders.

The Tenderer shall list or append hereto, in addition to all other information required by this Schedule, such further details as are necessary to fully describe the offer.

.....
Name of and Signed by Tenderer

.....
Date

PART C - GENERAL CONDITIONS OF CONTRACT

C1. CONTRACT INSTRUCTIONS

C1.1 Definitions

- (a) Terms defined in this Part C and used in other parts of the Contract have the same meaning as described in this Part C.
- (b) The terms below have the following meanings:
 - (i) **'Annexure'** means the annexure to this Part C which is located in Part F – Attachments, clause F1.
 - (ii) **'Certificate of Completion'** means the certificate given by the SCA to the Contractor to evidence that Completion has been reached.
 - (iii) **'Completion'** is when the Works are complete except for defects not known.
 - (iv) **'Contract'** means the agreement between the SCA and the Contractor constituted by (in order of precedence in the event of inconsistency), completed Tender Schedules – Part B, Special Conditions of Contract – Part D, General Conditions of Contract – Part C; Technical Specification – Part E and Attachments Part F.
 - (v) **'Contract Term'** means the term of the Contract commencing on the date of the letter of acceptance and concluding on the issue of a Certificate of Completion or the expiry of the Defects Liability Period (whichever is the later).
 - (vi) **'Contractor'** means the party, whose offer for the supply of the Works the SCA has accepted.
 - (vii) **'Date for Completion'** means the date stated in Item 1 of the Annexure but if any EOT for Completion is directed or otherwise allowed, it means the date as extended.
 - (viii) **'Date of Completion'** means the date evidenced by a Certificate of Completion as the date upon which Completion was reached.
 - (ix) **'EOT'** means an extension of time as described in clause C6.2.
 - (x) **'Fee'** means the fee payable by the SCA to the Contractor for the Works set out in B2 Payment Schedule and includes GST.
 - (xi) **'GST'** means Goods and Services Tax.
 - (xii) **'Item'** means an item in the Annexure.
 - (xiii) **'Permit to Work Certificate'** means a certificate to perform the Works issued by the SCA, in its absolute discretion, that forms a part of this Contract.
 - (xiv) **'SCA'** means the Sydney Catchment Authority.

- (xv) **'Site'** means the lands and other places to be made available and any other lands and places made available to the Contractor by the SCA for the purpose of the Contract.
- (xvi) **'Tender'** means the tender submitted by the Tenderer in response to the invitation to tender issued by the SCA for the Works.
- (xvii) **'Works'** means the services and work performed or required to be performed by the Contractor pursuant to this Contract.

C1.2 Construction of Contract

In the Contract:

- (a) references to days mean calendar days and references to a person include an individual, firm or a body, corporate or unincorporated;
- (b) unless otherwise stated, time for doing any act or thing under the Contract shall, if it ends on a Saturday, Sunday or statutory or public holiday, be deemed to end on the day next following which is not a Saturday, Sunday or statutory or public holiday;
- (c) clause headings in these General Conditions of Contract shall not form part of these General Conditions and shall not be used in the interpretation of the Contract;
- (d) words in the singular include the plural and words in the plural include the singular, according to the requirements of the context. Words importing a gender include every gender;
- (e) communications between the SCA and the Contractor shall be in the English language;
- (f) unless otherwise provided, fees are in Australian currency and payments shall be made in that currency;
- (g) the law governing the Contract, its interpretation and construction, and any agreement to arbitrate, is the law of New South Wales and of Australia;
- (h) unless otherwise stated all obligations of the Contractor under this Contract are at the sole expense of the Contractor; and
- (i) the words "including", "in particular", and "for example" are to be read as if followed by the words "without limitation".

C1.3 Joint and Several Liability

Where any party consists of more than one person, the liability as between such persons as comprise that party to the other party shall be joint and several.

C1.4 Relationship

Nothing contained herein shall constitute the relationship of partnership, joint venture or employer and employee between the parties.

Neither party may act nor has the authority to act as agent of, or to bind the other party to any obligation and neither party shall hold itself out as being the agent of the other party or as having the authority to bind the other party.

C1.5 Service of Notices

A notice (and other documents) shall be deemed to have been given and received if addressed or delivered to the relevant address in the Contract or the address last notified in writing to the other party, on delivery by hand, confirmation of the correct transmission of fax or 3 days after posting (whichever is the earlier).

C1.6 Assignment

The Contractor may only assign or transfer the Contract or any payment or any other right, benefit or interest under it, with the written approval of the SCA.

C1.7 Subcontracting

- (a) The Contractor shall not without the SCA's prior written approval (which approval shall not be unreasonably withheld), subcontract or allow a subcontractor to subcontract any part of the Work.
- (b) Except where the Contract otherwise provides, the Contractor shall be liable to the SCA for the acts, defaults and omissions of subcontractors and employees and agents of subcontractors as if they were those of the Contractor.
- (c) The Contractor acknowledges that it may have responsibilities as a Principal Subcontractor particularly in relation to WorkCover, Worker's Compensation insurance and other safety matters. The Contractor is fully aware of all of these responsibilities (if relevant) and will conduct the Works in full compliance with them.
- (d) Approval to subcontract shall not relieve the Contractor from any liability or obligation under the Contract.

C1.8 Novation

When directed by the SCA, Contractor, without being entitled to compensation, shall promptly execute a deed of novation, such deed being between the SCA, the Contractor and the subcontractor for the particular part of (or the whole of) the Services.

C1.9 Waiver

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

C1.10 Order of Precedence

Should there be any inconsistency in the documents forming the Contract, the following order of precedence shall apply:

- (i) Letter of acceptance or formal instrument of Contract;

- (ii) Preamble (if applicable);
- (iii) Completed Tender Schedules – Part B.
- (iv) Special Conditions of Contract – Part D;
- (v) General Conditions of Contract - Part C; and
- (vi) Specification – Part E; and
- (vii) Attachments – Part F.

C2. NATURE OF CONTRACT

The Contractor shall perform and provide the Works to the SCA during the Contract Term for the Fee.

C3. CONTRACTOR'S RIGHTS AND OBLIGATIONS

C3.1 Provision of the Work

The Contractor shall provide the Works in a conscientious, diligent, expeditious and workmanlike fashion.

C3.2 Contractor's Employees

The Contractor warrants that its employees, subcontractors and agents are competent and have the necessary skills.

C3.3 Contract Materials

- (a) Unless otherwise agreed in writing, upon Completion or beforehand (if required by the SCA), all material (whether completed or not) produced or held by the Contractor pursuant to this Contract shall be handed over by the Contractor to the SCA and ownership of such material shall vest in the SCA.
- (b) The Contractor warrants that goods or materials supplied as part of the Contract:
 - (i) Conform to the particulars of Part E – Technical Specification;
 - (ii) Are new, (unless otherwise specified); and
 - (iii) Are subject to the intellectual property warranties contained in clause C8.

C3.4 Site

- (a) Possession of the Site shall confer on the Contractor a right to only such use and control as is necessary to enable the Contractor to carry out the Works.
- (b) The Contractor, shall at all reasonable times give the SCA access to the Works and the Site.

- (c) The Contractor shall keep the Site and Works clean and tidy and shall regularly remove rubbish and surplus material.
- (d) The Contractor shall comply with clause F3 – Site Requirements for Contractors.

C3.5 Compliance

- (a) Legislative and other Legal Requirements

The Contractor shall comply, at its own cost and expense, with all legislative and other legal requirements and all or any regulations, by-laws, ordinances or orders made thereunder.

Without limiting the generality of this clause, the Contractor shall comply with all laws relating to the health and safety of all persons and to the protection of the environment.

- (b) Standards and Codes

The Contractor shall comply with all relevant Australian Standards (if any) in performing and providing the Works.

- (c) Long Service Levy

The Contractor must provide in a form acceptable to the SCA written proof that the Contractor has made payment of the required long service leave levy in accordance with section 38 of the Building and Construction Industry Long Service Payments Act 1986 as amended to the Long Service Payments Corporation prior to commencing any building or construction work.

C3.6 Confidentiality

Without the prior written permission of the SCA, the Contractor shall not disclose or make public any information or material acquired or produced in connection with this Contract or in conjunction with anything relating to the internal affairs of the SCA.

C3.7 Permit to Work Program

- (a) The Contractor shall comply with the SCA Permit to Work (or equivalent) program.
- (b) If the SCA determines, in its absolute discretion, that the Contractor requires a Permit to Work Certificate (or equivalent) the Contractor shall not commence the Works until the Permit to Work Certificate is received.
- (c) The Contractor shall comply with all the terms and conditions of the Permit to Work Certificate.
- (d) In the case of any inconsistency or ambiguity with the terms of this Contract and the terms and conditions of the Permit to Work Certificate, the Permit to Work Certificate shall apply to the extent of the inconsistency or ambiguity only.

C3.8 Privacy

- (a) The Contractor acknowledges that the SCA has obligations pursuant to the *Privacy and Personal Information Protection Act 1998* (NSW) and:
 - (i) warrants that it will at all times comply with the provisions of the Act including (but not limited to) in respect of retention, control, access, correction, use, disposal and information management; and
 - (ii) indemnifies the SCA against all and any costs, damage, actions and demands arising out of a breach of any of the provisions of the Act relating to any information under this Contract.

C4. SCA'S RIGHTS AND OBLIGATIONS**C4.1 Access to the Site**

- (a) The SCA shall give the Contractor possession of sufficient of the Site for commencement of the Works.
- (b) If the SCA has not given the Contractor possession of the whole of the Site, the SCA shall give the Contractor possession of such further portions of the Site as may, from time to time, be necessary for carrying out the Works.

C5. OBLIGATIONS OF BOTH PARTIES

- (a) Each party enters into the Contract in good faith and shall carry out its obligations under the Contract in accordance with this principle.
- (b) Each party must ensure that at all times there is a person appointed to act with its full authority in all matters relating to the Contract, and must keep the other party informed of the name and contact details of that person.

C6. TIME CONSIDERATIONS**C6.1 Progress**

The Contractor shall ensure that the Works reach Completion by the Date for Completion.

C6.2 Extension of Time

The SCA may grant an EOT, on the application of the Contractor or otherwise, if, in its sole opinion, an event occurs that is outside the Contractor's control that will or does affect the carrying out of the Works.

C6.3 Completion

At its discretion or within 14 days of receiving a request from the Contractor, the SCA shall give to the Contractor either a Certificate of Completion evidencing the Date of Completion or written reasons for not doing so.

C6.4 Not used**C6.5 Not used****C7. PAYMENT****C7.1 Payment**

- (a) The SCA shall make payments to the Contractor to the total Fee as stated in B2 Payment Schedule for the performance of the Work.
- (b) The SCA shall pay the Contractor within 28 days of receipt of the Contractor's tax invoice.
- (c) The Contractor shall not be entitled to payment if it has not handed over Contract materials required to be provided to the SCA by clause C3.3 or has not provided Works of a standard satisfactory to the SCA.
- (d) The SCA is to notify the Contractor within 10 working days of receipt of a payment claim if the proposed payment is less than the amount claimed along with the reason.
- (e) If the Contractor disputes the SCA's proposed payment the dispute resolution provisions in clause C12 shall apply.
- (f) The Contractor warrants that it will pay the wages and allowances of all employees involved with the Works and the Contract. If the SCA becomes liable to pay such wages and allowances the amount paid may be recovered by the SCA as a debt to the SCA by the Contractor.

C7.2 GST

- (a) Where any supply is made under this Contract, the Contractor shall be entitled to recover from the SCA an additional amount on account of the imposition of GST (calculated in accordance with the prevailing rate at the time of payment).
- (b) Where supply is made and GST is included in the total amount payable by the SCA, the Contractor shall provide a Tax Invoice (as specified in *A New Tax System (Goods and Services Tax) Act 1999*) to the SCA with each claim for payment.

C8. INTELLECTUAL PROPERTY

- (a) The Contractor acknowledges that all materials and documents (and all intellectual property in such material or documents) created in contemplation of or generated as a result of this Contract are the property of the SCA upon creation.
- (b) The Contractor warrants that it will not breach any intellectual property rights of any third party and indemnifies the SCA in respect of any such breach.
- (c) The Contractor hereby grants to the SCA a royalty-free, non-exclusive, assignable, transferable, perpetual licence to use any intellectual property

brought to this Contract or required by the Contractor to carry out the Works other than the material vested in the SCA pursuant to paragraph (a) above.

C9. INDEMNITY

- (a) The Contractor indemnifies the SCA from and against all actions, claims, costs, expenses and damages including the costs of defending or settling any action or claim in respect of:
- (i) loss of or damage to property of the SCA;
 - (ii) personal injury (including death) to any person; or
 - (iii) loss of or damage to any property,
- arising out of anything done or omitted intentionally or negligently by the Contractor in respect of the Works.
- (b) The amount of all claims, damages, costs and expenses which may be paid, suffered or incurred by the SCA in respect of any loss, damage or injury specified in clause C9(a) above, shall be made good at the Contractor's expense and may be deducted from any monies due or becoming due to the Contractor under this Contract.
- (c) The Contractor's liability to indemnify the SCA is reduced proportionally to the extent that the negligence of the SCA, its subcontractor's or employees or agents (other than the Contractor) of the SCA have contributed to the injury, damage or loss.
- (d) The Contractor is not liable to indemnify the SCA in relation to indirect and consequential losses as well as loss of profits, loss or revenue, business interruption, and any losses not reasonably foreseeable by either party at the time of entering into this Contract and the Contractor's liability in respect of such liability is excluded from this Contract.
- (e) Overall liability of the Contractor under this Contract is limited to the amount of insurances required described in clause C10.

C10. INSURANCE

C10.1 Type, Level and Duration of Cover

The Contractor must take out and maintain the insurance policies detailed below ("the Relevant Insurance Policies") in relation to the work:

Type of Cover	Level of Cover	Duration of Cover
Public and Product Liability	Minimum \$10 million for any one occurrence, unlimited as to the number of occurrences during each annual period of insurance	Relevant Period
Comprehensive Motor Vehicle	Replacement value	Relevant Period

Motor Vehicle Compulsory Third Party	In accordance with statutory requirements	Relevant Period
Workers Compensation	In accordance with statutory requirements	Relevant Period

C10.2 Mandatory Provisions in Insurance Policies

To the extent reasonably and commercially practicable, the Contractor must ensure that the Relevant Insurance Policies provide that (or to the effect that):

- (a) SCA's interests as principal to the extent of the Contractor's liability to it under the Contract are noted;
- (b) where the Relevant Insurance Policies are varied or terminated by the insurer for any reason (including the non-payment of premiums) the Contractor must provide written notice to the SCA as soon as possible;
- (c) failure by the Contractor to comply with the terms of the Relevant Insurance Policies will not prejudice the rights of any other insured.

C10.3 Contractor's General Insurance Obligations

The Contractor must:

- (a) take out and maintain the Relevant Insurance Policies with a reputable and substantial insurer reasonably approved by SCA;
- (b) punctually pay all premiums and charges payable in relation to the Relevant Insurance Policies;
- (c) upon request, provide SCA with satisfactory evidence of the existence and currency of the Relevant Insurance Policies;
- (d) upon request, provide additional information to the SCA regarding the policies and substantiate this information to the satisfaction of the SCA at its discretion. This additional information may include details of any exclusions, excesses or deductibles in relation to a policy of insurance and may involve an extract of the policy or direct contact between the SCA and the insurance broker or insurer;
- (e) do all things, and provide all documents, evidence and information necessary reasonably to enable SCA to collect or recover any monies due or to become due in respect of any Relevant Insurance Policy;
- (f) not do, permit or omit anything that gives rise to the cancellation of, or a material change or reduction in, any Relevant Insurance Policy;
- (g) where SCA considers that additional insurance may be necessary to cover liabilities that may arise during the performance of the Contract, SCA and the Contractor shall consult about these matters, including, in particular, about the level of premium payable; and

- (h) where, after consulting with the Contractor, SCA requires the Contractor to take out a particular policy of insurance (in addition to the policies of insurance already held by the Contractor), or to increase the level of cover under an existing policy, the Contractor shall do all things necessary to obtain that additional policy, or to take out that additional cover, as the case may be, in accordance with SCA requirements (including, if required by SCA, taking out the policy in the joint names of SCA and the Contractor, or having the name of SCA noted in the policy as a joint insured) and SCA shall reimburse the Contractor the extra premiums the parties agree are required to comply with the SCA request.

C11. VARIATIONS

C11.1 Variations by the SCA

- (a) The SCA may, on the recommendation of the Contractor or otherwise, instruct the Contractor in writing to vary the Works (within the general nature and scope of the agreed Contract), whether the variation is within the general scope of Works or otherwise.
- (b) Where the variation is within the general scope of Works, the Contractor shall not be entitled to any additional payment or time.
- (c) Where the SCA directs a variation that is outside the scope of Works the SCA shall price each variation based on (in order of precedence) applicable rates or prices in the Contract or reasonable rates or prices. That rate or price shall be added to the Fee.

C11.2 Variations by Contractor

If the Contractor requests the SCA to direct a variation for the convenience of the Contractor, the SCA may do so at its sole discretion. The direction shall be written and may be conditional. Unless the direction provides otherwise, the Contractor shall be entitled to neither extra time nor extra money.

C12. DISPUTE RESOLUTION

- (a) If a difference or dispute between the parties arises in connection with the subject matter of the Contract, then either party shall, by hand or by registered post, give the other written notice of the dispute adequately identifying and providing details of the dispute.
- (b) Notwithstanding the existence of a dispute, the parties shall, subject to clauses C12(f) and C13, continue to perform the Contract, but the SCA may at its sole discretion withhold the payment of money for the matter that is the subject of the dispute until it is resolved.
- (c) Within 14 days after receiving a notice of dispute, the parties shall confer at least once to resolve the dispute or to agree on methods of doing so. All aspects of every such conference except the fact of the occurrence shall be privileged.
- (d) If the dispute has not been resolved within 28 days of the service of the notice of dispute, that dispute shall be and is hereby referred to arbitration.

- (e) If within a further 14 days the parties have not agreed upon an arbitrator, the arbitrator shall be nominated by the SCA. The arbitration shall be conducted in accordance with rules 5 – 18 of the Rules of the Institute of Arbitrators & Mediators Australia for the Conduct of Commercial Arbitrations.
- (f) Nothing herein shall prejudice the right of a party to seek injunctive or urgent declaratory relief.

C13. TERMINATION

- (a) Notwithstanding anything herein contained to the contrary, SCA may terminate this Contract at any time and without prior notice.
- (b) Subject to sub-clause (c) and (d) below, the Contractor acknowledges that on cancellation of the Contract the Contractor shall be entitled to payment for the Works completed as at the date notified by SCA plus 2% of the balance of the outstanding monies due under the Contract as full and final settlement of any claim which the Contractor may have against the SCA.
- (c) SCA may terminate the Contract:
 - (i) immediately upon the Contractor's actual or threatened insolvency; or
 - (ii) if a material breach of Contract has not been remedied 7 days after notification to the Contractor from the SCA.
- (d) If SCA terminate the Contract for failure by the Contractor to remedy a breach of a material term, which includes:
 - (i) suspension of the Works,
 - (ii) failing to provide evidence of insurance;
 - (iii) failing to proceed with due expedition and without delay; and
 - (iv) failing to use the materials or standards of workmanship required by the Contract,

SCA shall prepare a certificate on completion of the Works setting out the costs of the new contractor and all costs and losses incurred by SCA. If the amount in the certificate is greater than the Fee plus the price of any variations in accordance with clause C11, then the Contractor is liable to pay SCA the difference. Any such action does not invalidate the Contract or affect SCA's rights and remedies under it or under any law.

- (e) The contractual right of the SCA to terminate this Contract does not affect any common law right it may have.

PART D - SPECIAL CONDITIONS OF CONTRACT

D1. CONTRACT EXTENSION(S)

The SCA may, at its absolute and unfettered discretion, exercise two (2) options to extend the Contract (Contract Extension) by twelve (12) months at a time by notifying the Contractor of its intention in writing at least 28 days before the Date for Completion.

D2. CPI ADJUSTMENTS

The Contractor must hold its Fee and Rates quoted in Schedule B2.1 firm for the Contract Term.

Where the SCA exercises its option to extend the Contract, the Fee payable for the period of the Contract Extension shall be:

$$\text{Price/Rate (adjusted for year Current)} = \text{Price/Rate(original)} \{1 + \frac{\text{CPI (Current)} - \text{CPI (Start)}}{\text{CPI (Start)}}\}$$

CPI(Start) is the Consumer price Index Number published by the Australian Bureau of Statistics, Catalogue Number 6401 Table 1 – Index Numbers, All Groups, Sydney for the Quarter Preceding the Tender Closing Date.

CPI (Current) is the Consumer price Index Number published by the Australian Bureau of Statistics, Catalogue Number 6401 Table 1 – Index Numbers, All Groups, Sydney for the Quarter Preceding the Time of Cost Adjustment.

D3. CONTRACTOR PERFORMANCE REPORTING

The SCA may assess and report Contractor performance using the NSW government *Contractor Performance Reporting and Exchange of Reports between Government Agencies Guidelines (2nd edition December 1999)*. The Contractor may obtain a copy of the Guidelines from:

www.construction.nsw.gov.au/docs/improvement/cprfinal.pdf

D4. EXCHANGE OF INFORMATION BETWEEN NSW GOVERNMENT AGENCIES

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

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

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

The Contractor releases and indemnifies the Principal and the State of New South Wales from and against any claim in respect of any matter arising out of such communications. Without limitation of the above, the contractor releases the Principal and the State of New South Wales from any claim it may otherwise have for any loss to the contractor arising out of the Contractor's performance under the Contract by the Principal, the communication of information relating to such assessment to any NSW government agency, or the use of such information by the recipient.

PART E - TECHNICAL SPECIFICATION

E1. DESCRIPTION OF THE WORKS

E1.1 BACKGROUND

The Sydney Catchment Authority (SCA) is a NSW Statutory Authority established in July 1999 to manage and protect the water supply catchments and infrastructure including a complex network of dams, storages and pipelines that provide Sydney's water supply.

To assist in the maintenance of its Shoalhaven System network of facilities the SCA is seeking the services of a suitably experienced and resourced grounds maintenance organisation. The selected supplier will be responsible for the maintenance of the Shoalhaven System landscape as outlined in following documentation.

The Shoalhaven System comprises a mix of operational areas that are not open to public and visitor facilities accessible to the public.

Note 1: Rugged terrain and poor access adds to the level of risk for the Contractor to perform specific tasks. The Contractor will possibly need specialist personnel and equipment to access these areas to undertake the tasks.

Note 2: The SCA is preparing new plans and maps for the contract. The Contractor will be involved in the review of the plans and maps. When complete these will form part of the contract. The SCA will provide historical plans and maps to aid in the preparation of tender submissions. These historical plans and maps will not form part of the contract documentation.

E1.2 SCOPE OF WORKS

For the purpose of this tender the Shoalhaven System is broken into the following 5 operational areas, each area has number of management zones as discussed below.

Each management zone requires the following work:

Area 1. Wingecarribee Area

Area 1. Zone 1. Wingecarribee Dam (Main Dam, Saddle Dam and associated areas)

- Task 1.1.1. grass maintenance from picnic area boundary fence through to weather station
- Task 1.1.2. trimming of edges along paths, kerb lines and around fixtures and fence lines within the subject areas
- Task 1.1.3. maintenance of vegetation along roadways, vehicle tracks, pathways and gutters
- Task 1.1.4. maintenance of dam toe drain and V-notch, including the removal of debris and silt from specified drains

- Task 1.1.5. maintenance of mown tracks/paths on the face of the dam wall to monitoring points and drains
- Task 1.1.6. removal of vegetation from the face of the dam walls and abutments as directed by the SCA
- Task 1.1.7. removal and off site disposal of litter, fallen leaves, tree limbs, small branches and twigs etc and the cutting down of trees of up to 0.2m in diameter at 1.5m from ground and not exceeding 6m in height
- Note: Wingecarribee Dam is scheduled for upgrade works. Areas may be removed from this contract and costs adjusted accordingly. 28 Days notice will be given for any changes to works at this site.

Area 1. Zone 2. Glenquarry Cut

- Task 1.2.1. grass maintenance
- Task 1.2.2. trimming of edges along paths, kerb lines and around fixtures and fence lines within the subject area
- Task 1.2.3. maintenance of vegetation along roadways, vehicle tracks, pathways and gutters
- Task 1.2.4. maintenance of drains including the removal of debris and silt from specified drains
- Task 1.2.5. removal and off site disposal of litter, fallen leaves, tree limbs, small branches and twigs etc and the cutting down of trees of up to 20 cm in diameter and 6 metres in height

Area 1. Zone 3. Burrawang Canal

- Task 1.3.1. grass maintenance
- Task 1.3.2. trimming of edges along paths, kerb lines and around fixtures and fence lines within the subject area
- Task 1.3.3. maintenance of vegetation along roadways, vehicle tracks, pathways and gutters
- Task 1.3.4. maintenance of drains including the removal of debris and silt from specified drains
- Task 1.3.5. removal and off site disposal of litter, fallen leaves, tree limbs, small branches and twigs etc and the cutting down of trees of up to 20 cm in diameter and 6 metres in height

Area 1. Zone 4. Wingecarribee Swamp, SCA owned lands adjacent to the Special Area, and foreshore management trails

- Task 1.4.1. maintenance of vegetation along foreshore management trails, drains and gutters
- Task 1.4.2. trimming of edges along paths, kerb lines and around fixtures and fence lines within the subject area

Area 1. Zone 5. Wingecarribee Picnic Area and access road

- Task 1.5.1. grass maintenance
- Task 1.5.2. trimming of edges along paths, kerb lines and around fixtures and fence lines within the subject areas
- Task 1.5.3. maintenance of vegetation along roadways, vehicle tracks, pathways and gutters

- Task 1.5.4. maintenance of drains, including the removal of debris and silt from drains
- Task 1.5.5. removal and off site disposal of litter, fallen leaves, tree limbs, small branches and twigs etc and the cutting down of trees of up to 20 cm in diameter and 6 metres in height
- Task 1.5.6. maintenance of picnic area assets
- Task 1.5.7. maintenance of gardens
 - Note: Wingecarribee Dam is scheduled for upgrade works which may impact on the picnic area. Areas may be removed from this contract and costs adjusted accordingly. 28 Days notice will be given for any changes to works at this site.

Area 2. Burrawang Depot

Area 2. Zone 1. Burrawang Depot and grounds

- Task 2.1.1. grass maintenance
- Task 2.1.2. trimming of edges along paths, kerb lines and around fixtures and fence lines within the subject areas
- Task 2.1.3. maintenance of vegetation along roadways, vehicle tracks, pathways and gutters
- Task 2.1.4. maintenance of drains, including the removal of debris and silt from drains
- Task 2.1.5. removal and off site disposal of litter, fallen leaves, tree limbs, small branches and twigs etc and the cutting down of trees of up to 20 cm in diameter and 6 metres in height
- Task 2.1.6. maintenance of buildings
- Task 2.1.7. maintenance of gardens

Area 2. Zone 2. Burrawang Pumping Station

- Task 2.2.1. grass maintenance
- Task 2.2.2. trimming of edges along paths, kerb lines and around fixtures and fence lines within the subject areas
- Task 2.2.3. maintenance of vegetation along roadways, vehicle tracks, pathways and gutters
- Task 2.2.4. maintenance of drains, including the removal of debris and silt from drains
- Task 2.2.5. removal and off site disposal of litter, fallen leaves, tree limbs, small branches and twigs etc and the cutting down of trees of up to 20 cm in diameter and 6 metres in height
- Task 2.2.6. maintenance of buildings

Area 2. Zone 3. Burrawang Reservoir (Hoddle Street)

- Task 2.3.1. grass maintenance
- Task 2.3.2. trimming of edges along paths, kerb lines and around fixtures and fence lines within the subject areas
- Task 2.3.3. maintenance of vegetation along roadways, vehicle tracks, pathways and gutters
- Task 2.3.4. maintenance of drains, including the removal of debris and silt from drains

Task 2.3.5. removal and off site disposal of litter, fallen leaves, tree limbs, small branches and twigs etc and the cutting down of trees of up to 20 cm in diameter and 6 metres in height

- Note: This site may be removed from the contract and costs adjusted accordingly. A minimum of 28 days notice will be given if this site is to be removed.

Area 2. Zone 4. Wildes Meadow Canal

Task 2.4.1. grass maintenance

Task 2.4.2. trimming of edges along paths, kerb lines and around fixtures and fence lines within the subject area

Task 2.4.3. maintenance of vegetation along roadways, vehicle tracks, pathways and gutters

Task 2.4.4. maintenance of drains including the removal of debris and silt from specified drains

Task 2.4.5. removal and off site disposal of litter, fallen leaves, tree limbs, small branches and twigs etc and the cutting down of trees of up to 20 cm in diameter and 6 metres in height

Area 3. Fitzroy Falls Area

Area 3. Zone 1. Fitzroy Falls Dam and associated saddle dams (3 of)

Task 3.1.1. grass maintenance from picnic area boundary fence through to weather station

Task 3.1.2. trimming of edges along paths, kerb lines and around fixtures and fence lines within the subject areas

Task 3.1.3. maintenance of vegetation along roadways, vehicle tracks, pathways and gutters

Task 3.1.4. maintenance of dam toe drain and V-notch, including the removal of debris and silt from specified drains

Task 3.1.5. maintenance of mown tracks/paths on the face of the dam wall to monitoring points and drains

Task 3.1.6. removal of woody vegetation from the face of the dam walls and abutments.

Task 3.1.7. removal and off site disposal of litter, fallen leaves, tree limbs, small branches and twigs etc and the cutting down of trees of up to 20 cm in diameter and 6 metres in height

Area 3. Zone 2. Fitzroy Falls Special Area management trails

Task 3.2.1. maintenance of vegetation along roadways, vehicle tracks, pathways, drains and gutters

Area 3. Zone 3. Fitzroy Falls Canal

Task 3.3.1. grass maintenance

Task 3.3.2. trimming of edges along paths, kerb lines and around fixtures and fence lines within the subject area

Task 3.3.3. maintenance of vegetation along roadways, vehicle tracks, pathways, fencelines and gutters

Task 3.3.4. maintenance of drains including the removal of debris and silt from specified drains

- Task 3.3.5. removal and off site disposal of litter, fallen leaves, tree limbs, small branches and twigs etc and the cutting down of trees of up to 20 cm in diameter and 6 metres in height

Area 3. Zone 4. Kangaroo Pipeline corridor and management trails

- Task 3.4.1. maintenance of vegetation along paths, kerb lines, embankments and around fixtures, within 5m from the edge of the pipeline and fence lines within the subject area
- Task 3.4.2. maintenance of vegetation along roadways, vehicle tracks, pathways, fencelines and gutters
- Task 3.4.3. maintenance of drains including the removal of debris and silt from specified drains
- Task 3.4.4. removal and off site disposal of litter, fallen leaves, tree limbs, small branches and twigs etc and the cutting down of trees of up to 20 cm in diameter and 6 metres in height

Area 3. Zone 5. Fitzroy Falls Picnic Area

- Task 3.5.1. grass maintenance
- Task 3.5.2. trimming of edges along paths, kerb lines and around fixtures and fence lines within the subject areas
- Task 3.5.3. maintenance of vegetation along roadways, vehicle tracks, pathways and gutters
- Task 3.5.4. maintenance of drains, including the removal of debris and silt from drains
- Task 3.5.5. removal and off site disposal of litter, fallen leaves, tree limbs, small branches and twigs etc and the cutting down of trees of up to 20 cm in diameter and 6 metres in height
- Task 3.5.6. maintenance of picnic area assets
- Task 3.5.7. maintenance of gardens

Area 3. Zone 6. Fitzroy Fall Fishing Area

- Task 3.6.1. grass maintenance
- Task 3.6.2. trimming of edges along paths, kerb lines and around fixtures and fence lines within the subject areas
- Task 3.6.3. maintenance of vegetation along roadways, vehicle tracks, pathways and gutters
- Task 3.6.4. maintenance of drains, including the removal of debris and silt from drains
- Task 3.6.5. removal and off site disposal of litter, fallen leaves, tree limbs, small branches and twigs etc and the cutting down of trees of up to 20 cm in diameter and 6 metres in height
- Task 3.6.6. maintenance of picnic area assets

Area 4. Bendeela and Kagaroo Valley Areas

Area 4. Zone 1. Bendeela Depot

- Task 4.1.1. grass maintenance
- Task 4.1.2. trimming of edges along paths, kerb lines and around fixtures and fence lines within the subject areas

- Task 4.1.3. maintenance of vegetation along roadways, vehicle tracks, pathways and gutters
- Task 4.1.4. maintenance of drains, including the removal of debris and silt from drains
- Task 4.1.5. removal and off site disposal of litter, fallen leaves, tree limbs, small branches and twigs etc and the cutting down of trees of up to 20 cm in diameter and 6 metres in height
- Task 4.1.6. Maintenance of buildings
- Area 4. Zone 2. Bendeela Pondage
 - Task 4.2.1. Grass maintenance
 - Task 4.2.2. trimming of edges along paths, kerb lines and around fixtures and fence lines within the subject areas
 - Task 4.2.3. maintenance of vegetation along roadways, vehicle tracks, pathways and gutters
 - Task 4.2.4. maintenance of dam toe drain and V-notch weirs, including the removal of debris and silt from specified drains
 - Task 4.2.5. Maintenance of mown tracks/paths on the face of the dam wall to monitoring points and drains
 - Task 4.2.6. Removal of woody vegetation from the face of the dam walls and abutments.
 - Task 4.2.7. removal and off site disposal of litter, fallen leaves, tree limbs, small branches and twigs etc and the cutting down of trees of up to 20 cm in diameter and 6 metres in height
- Area 4. Zone 3. Bendeela Pipeline
 - Task 4.3.1. vegetation management along the pipeline and access trails
 - Task 4.3.2. management of vegetation on benches
 - Task 4.3.3. maintenance of drains, including the removal of debris and silt from drains
- Area 4. Zone 4. Lake Yarrunga foreshore management trails
 - Task 4.4.1. maintenance of vegetation along roadways, vehicle tracks, pathways, drains and gutters
- Area 4. Zone 5. Kangaroo Valley Pumping and Power Station
 - Task 4.5.1. No routine works identified within the power station area
- Area 4. Zone 6. Bendeela Pumping and Power Station
 - Task 4.6.1. No routine works identified within the power station area
- Area 4. Zone 7. Bendeela Camping and Picnic Area
 - Task 4.7.1. Grass maintenance
 - Task 4.7.2. trimming of edges along paths, kerb lines and around fixtures and fence lines within the subject areas
 - Task 4.7.3. maintenance of vegetation along roadways, vehicle tracks, pathways and gutters
 - Task 4.7.4. maintenance of drains, including the removal of debris and silt from drains

Task 4.7.5. removal and off site disposal of litter, fallen leaves, tree limbs, small branches and twigs etc and the cutting down of trees of up to 20 cm in diameter and 6 metres in height

Task 4.7.6. maintenance of picnic area assets

Area 5. Tallowa Dam

Area 5. Zone 1. Tallowa Dam access road

Task 5.1.1. maintenance of vegetation along roadways, vehicle tracks, pathways, drains and gutters

Area 5. Zone 2. Tallowa Dam Picnic Area, including downstream canoe portage and viewing areas

Task 5.2.1. Grass maintenance

Task 5.2.2. trimming of edges along paths, kerb lines and around fixtures and fence lines within the subject areas.

Task 5.2.3. maintenance of vegetation along roadways, vehicle tracks, pathways and gutters

Task 5.2.4. maintenance of drains, including the removal of debris and silt from drains

Task 5.2.5. removal and off site disposal of litter, fallen leaves, tree limbs, small branches and twigs etc and the cutting down of trees of up to 20 cm in diameter and 6 metres in height

Task 5.2.6. Maintenance of picnic area assets

Task 5.2.7. Maintenance of gardens

Area 5. Zone 3. Tallowa Dam abutments and operational areas

Task 5.3.1. No routine works identified within the Dam Wall operational area

E1.3 WORK SCHEDULE

Work activities are shown in the following tables indicating specification, frequency and intervals required to be undertaken at each site.

WINGECARRIBEE AREA

Location / Area of Work	Work Type / Activity	No. per year	No. of Times Work required during Month											
			J	F	M	A	M	J	J	A	S	O	N	D
Wingecarribee Dam and associated areas	Grass Maintenance Level 1	16	2	2	2	1	0	1	0	1	1	2	2	2
Wingecarribee Dam operational drains, including v-notch weir and toe drain.	Grass Maintenance Level 1	12	1	1	1	1	1	1	1	1	1	1	1	1
Wingecarribee Dam operational tracks	Grass Maintenance Level 1	16	2	2	2	1	0	1	0	1	1	2	2	2
Wingecarribee Dam Wall	Embankment Maintenance	2	0	0	1	0	0	0	0	0	0	1	0	0
Glenquarry Cut	Grass Maintenance Level 2	10	1	1	1	1	0	1	0	1	1	1	1	1
Glenquarry Cut (Drains)	Growth and Debris from sites	3	0	1	0	0	0	1	0	0	0	1	0	0
Wingecarribee Special Area and Swamp Management Trails	Grass Maintenance Level 2	12	1	2	1	1	0	1	0	1	1	1	2	1
Burrawang Canal	Grass Maintenance Level 2	12	1	2	1	1	0	1	0	1	1	1	2	1
Burrawang Canal (Drain)	Growth and Debris from sites	2	0	0	0	0	1	0	0	0	0	0	1	0

Picnic Area (Paths and Roadways)	Growth and Debris from sites	4	0	1	0	0	1	0	0	1	0	0	1	0
Picnic Area (Drains)	Growth and Debris from sites	2	1	0	0	0	0	0	1	0	0	0	0	0
Picnic Area	Garden Maintenance	2	0	0	1	0	0	0	0	0	0	1	0	0
Picnic Area	Grass Maintenance Level 1	16	2	2	2	1	0	1	0	1	1	2	2	2

BURRAWANG AREA

Location / Area of Work	Work Type / Activity	No. per year	No. of Times Work required during Month											
			J	F	M	A	M	J	J	A	S	O	N	D
Depot and Grounds	Grass Maintenance Level 1	16	2	2	2	1	0	1	0	1	1	2	2	2
Depot (Access Road and Paths)	Growth and Debris from sites	2	1	0	0	0	0	0	1	0	0	0	0	0
Depot (Drains and Sumps)	Growth and Debris from sites	4	1	0	0	1	0	0	1	0	0	1	0	0
Depot and Grounds	Garden Maintenance	6	1	0	1	0	1	0	1	0	1	0	1	0
Pumping Station	Grass Maintenance Level 1	14	2	2	1	1	0	1	0	1	1	1	2	2
Pumping Station Drains	Growth and Debris	4	1	0	0	1	0	0	1	0	0	1	0	0
Reservoir (Hoddle Street)	Grass Maintenance Level 1	10	1	1	1	1	0	1	0	1	1	1	1	1
Reservoir (Hoddle Street) Drains	Growth and Debris	4	1	0	0	1	0	0	1	0	0	1	0	0
Wildes Meadow Canal	Grass Maintenance Level 2	6	1	1	0	1	0	0	0	0	1	0	1	1

BENDEELA AREA

Location / Area of Work	Work Type / Activity	No. per year	No. of Times Work required during Month											
			J	F	M	A	M	J	J	A	S	O	N	D
Bendeela Depot	Grass Maintenance Level 1	10	1	1	1	1	0	1	0	1	1	1	1	1
Bendeela Pondage	Grass Maintenance Level 2	6	1	1	0	1	0	0	0	0	1	0	1	1
Bendeela Pondage	Embankment Maintenance	2	0	0	1	0	0	0	0	0	0	1	0	0
Operaitonal Drains, incl. Toe Drains and V-Notches	Growth and Debris from sites	12	1	1	1	1	1	1	1	1	1	1	1	1
Bendeela Pipeline (Drains and Sumps)	Growth and Debris from sites	3	1	0	0	0	1	0	0	0	1	0	0	0
Bendeela Pipeline (Benches)	Embankment Maintenance	2	0	0	1	0	0	0	0	0	1	0	0	0
Lake Yarrunga Foreshore Track	Grass Maintenance Level 2	4	1	0	1	0	0	0	0	0	1	0	1	0
Picnic and Camping Area (inc. Septic Tank Areas)	Grass Maintenance Level 1	18	2	2	2	2	1	0	1	0	2	2	2	2
Bendeela Road	Grass Maintenance Level 2	6	0	1	0	1	0	1	0	1	0	1	0	1

FITZROY FALLS AREA

Location / Area of Work	Work Type / Activity	No. per year	No. of Times Work required during Month											
			J	F	M	A	M	J	J	A	S	O	N	D
Main Dam Areas and Saddle Dams	Grass Maintenance Level 2	12	1	2	1	1	0	1	0	1	1	1	2	1
Depot Area and Helipad	Grass Maintenance Level 1	16	2	2	2	1	0	1	0	1	1	2	2	2
Operational Drains incl. Toe Drains and V-Notches	Specific Operational Drains	6	0	1	0	1	0	1	0	1	0	1	0	1
Saddle Dam	Embankment Maintenance	2	0	0	1	0	0	0	0	0	0	1	0	0
Saddle Dam (Fences and Tracks)	Grass Maintenance Level 2	6	1	1	0	1	0	0	0	0	1	0	1	1
Special Area Management Trails	Grass Maintenance Level 2	12	1	2	1	1	0	1	0	1	1	1	2	1
Fitzroy Canal	Grass Maintenance Level 2	12	1	2	1	1	0	1	0	1	1	1	2	1
Kangaroo Pipeline Road	Grass Maintenance Level 2	6	1	1	0	1	0	0	0	0	1	0	1	1
Kangaroo Pipeline (Drains and Sumps)	Growth and Debris from sites	2	0	0	0	0	1	0	0	0	0	0	1	0
Picnic Area	Grass Maintenance Level 1	18	2	2	2	2	1	0	1	0	2	2	2	2
Picnic Area (Paths and Car Park)	Growth and Debris from sites	6	1	0	1	0	1	0	1	0	1	0	1	0
Picnic Area	Garden Maintenance	3	1	0	0	1	0	0	0	0	0	1	0	0
Picnic Area Shelter Shed	Building Maintenance	3	1	0	0	0	1	0	0	0	1	0	0	0

Picnic Area Toilet Block	Building Maintenance	3	1	0	0	0	1	0	0	0	1	0	0	0
Picnic Area BBQ Shelters	Building Maintenance	1	0	0	0	0	1	0	0	0	0	0	0	0
Playground Soft-fall	South East Specific Tasks	18	2	2	2	1	1	1	1	1	1	2	2	2
Fishing Area	Grass Maintenance Level 2	16	2	2	2	1	0	1	0	1	1	2	2	2
Fishing Area (Fences and Tracks)	Grass Maintenance Level 2	6	1	1	0	1	0	0	0	0	1	0	1	1

TALLOWA AREA

Location / Area of Work	Work Type / Activity	No. per year	No. of Times Work required during Month											
			J	F	M	A	M	J	J	A	S	O	N	D
Picnic Area	Grass Maintenance Level 1	10	1	1	1	1	0	1	0	1	1	1	1	1
Tallowa Dam Road	Grass Maintenance Level 2	3	1	0	0	0	1	0	0	0	1	0	0	0
Picnic Area (Car Park and Roads)	Growth and Debris from sites	2	0	0	0	1	0	0	0	0	0	0	1	0
Picnic Area (Drains)	Growth and Debris from sites	3	1	0	0	0	1	0	0	0	1	0	0	0
Picnic Area	Embankment Maintenance	2	0	0	0	1	0	0	0	0	0	0	1	0
Picnic Area Toilet Block	Building Maintenance	3	1	0	0	0	1	0	0	0	1	0	0	0

E1.4 GENERAL REQUIREMENTS

All contracted staff must:

- attend a SCA induction where a contractor ID tag will be issued
- wear, or have with them, the contractor ID tag issued to them
- wear a uniform with the contract company's logo
- be neat and tidy at all times
- wear appropriate personal protective equipment for the work being performed
- be courteous in all dealings with the public
- comply with SCA instructions for locks, gates, and barriers.

The contractor must supply, when required, all:

- Environmental Management Plans
- Pesticide Management Plans
- Safe Work Plans
- Accreditations in quality assurance
- Certifications for staff and sub contractors.

If the SCA undertakes improvement works, the contractor will be responsible for maintaining the subject area to its improved condition. E.g.: areas cleared of silt build up are to be kept clear of silt.

The contractor will be required to complete a monthly return on service tasks completed at each site.

E1.4.1 EQUIPMENT AND MACHINERY

The contractor will ensure that:

- all equipment is in good working order as per manufacturers specification
- all equipment is free from contaminants and weeds
- all equipment used will comply with the Australian Standards for emission of noise and pollution
- the upper noise limit of any machine will not exceed the current WorkCover and/or environmental requirements
- all operators are to be trained and licensed (if required) in the operation of equipment they operate
- all operators have a complete understanding of equipment and materials used
- all electrical equipment is protected by earth leakage devices
- maintenance records for equipment used are kept
- refuelling activities are not carried out within 20m of drainage lines or wetlands.

Where a record is required to be kept, these must be made available to the SCA upon when requested.

E1.4.2 SERVICE STRATEGY

The tender must include a preferred service strategy to effectively deliver the scope of work.

The strategies may include options for basing an employee or work teams at the site on a part time basis, full time basis, or visits as required.

The service strategy is to specify:

- the level of staff resources in terms of person hours and equipment to be allocated to the site
The staff resources identified within the service strategy are to be those persons and hours actually allocated to the contract, not the total staffing resources of the contractor
- the qualified horticulturist that will be responsible for the site and specify the extent of involvement of this person in the delivery of the works.

Should the contractor nominate a strategy requiring an onsite presence, the SCA will nominate the area from which the contractor may operate. The SCA will not be supplying any telephony, data or office services to the contractor's personnel.

E1.4.3 CHEMICAL USE REQUIREMENTS

The Contractor must:

- ensure all staff are trained in the safe use of all chemicals used
- maintain a register of Material Safety Data Sheets (MSDS) for all chemicals used
- provide a copy of the MSDS register when required
- follow the on-label instructions and manufacturer requirements for all chemicals used
- follow the SCAs Pesticide Use Notification Plan including recording requirements
- not store chemicals onsite for more than 24 hours unless prior approval is given by the SCA

The contractor will be required to place notification signs within and/or adjacent to publicly accessible areas. The signs will be provided by the SCA where required.

E1.5 NOTIFYING THE SCA OF PROBLEMS AND INCIDENTS

The Contractor while performing the duties under this contract is to notify the SCA if they observe any of the following incidents.

Immediate notification to the SCAs Incident Notification Number 1800 061 069 is required for the following:

- Water leakages
- Illegal activities/trespassing
- Embankment or ground slippages and/or new erosion areas
- Accidents or incidents, which may involve injury to persons, or damage to plant and equipment, or threaten the environment
- Any other situation or event, which may result in or lead to an incident occurring

Notification to the SCAs client representative as soon as practicable for the following:

- Identify where safety marker posts(s) or barricading for obstacles need to be installed to reduce impact on Grass Maintenance, plant/equipment or danger to personnel
- Identify possible drainage problem areas
- Identification of new weed infestations
- Identification of where cleaning or bulk waste removal is required

E1.6 ROUTINE MAINTENANCE ACTIVITIES

E1.6.1 GRASS MAINTENANCE

Grass maintenance shall include, but not be limited to, grass cutting, edge trimming and general site cleaning prior to grass cutting, which shall be carried out to the following specifications. Where the use of large mechanical devices would create bare patches or damage to the grounds or assets, the use of hand operated equipment is to be used (e.g.: mowers or brush cutters). Trees, shrubs and assets are not to be damaged by maintenance operations.

E1.6.1.1 Service Level 1 (Mowing)

The finished cut height is to be 50mm in height based on the average surface level.

Grass is to be cut evenly to the height required and not be scalped.

All cuttings accruing from Grass Maintenance shall be uniformly distributed over the mown areas and not left in windrows or heaps.

The device used to undertake work within 5m of drains, water bodies, water courses must be operated or fitted with a device that will direct cuttings away from the water or capture such cuttings to be reused as compost or disposed off site.

Lawn areas shall not be cut using tractor mounted slashers.

E1.6.1.2 Service Level 2 (Slashing)

The finished cut height is to be 100mm in height base on the average surface level.

Grass is to be cut evenly to the height required and not be scalped.

All cuttings accruing from Grass Maintenance shall be uniformly distributed over the mown areas and not left in windrows or heaps.

The device used to undertake work within 5m of drains, water bodies, water courses must be operated or fitted with a device that will direct cuttings away from the water.

E1.6.1.3 Edge Trimming

The contractor is required to trim all edges where grass adjoins a fixed asset using an edge trimmer, or mechanical edger to form a neat defined edge or border. Edges are to be trimmed to ensure vegetation does not grow over, into, under or up against the fixed asset.

Examples of fixed assets include:

Pathways, kerbing, fences, walls, garden beds, trees, shrubs, rocks, stone and concrete edges, tables, seats, playground equipment, poles, buildings, ornamental structures in lawns, drainage pipes, piezometer holes and survey marks.

The use of chemical (herbicide) to maintain edges may only be undertaken after gaining approval from the SCAs representative.

E1.6.1.4 Steep Slopes and Embankments

Embankments, where gradients permit, are to be managed as per adjacent areas.

Steep slopes and embankments susceptible to erosion must be maintained by the use of hand held equipment unless separate approval is granted by the SCA for the use of alternate machines.

Minimum cut height is to be 100mm.

Where a grass surface meets the base of an embankment, the embankment is to be cut to a height of 1.5m from its base.

Where a grass surface meets the top of an embankment, the top edge is to be cut to ensure no long tufts of grass are left protruding above the top of the embankment.

Note: Embankments greater than 1.5m in height will have vegetation left in situ for both bank stabilisation and personnel safety.

Some sites may require the contractors' staff to utilise fall arrest devices, the contractor shall be responsible for the supply, maintenance and inspections of such devices.

E1.6.2 WOODY VEGETATION AND GARDEN BEDS

This section is relevant to planted garden beds, landscaped parks and adjoining native vegetation. Where available, landscape management plans and planting diagrams will be provided and will form part of the tender specification.

E1.6.2.1 Plant Maintenance – Garden Maintenance

This requirement applies to all formal and informal garden beds, massed or singular plantings located within the defined service areas.

The Contractor shall provide the level of service to the following standard:

- Shrubs must be trimmed to maintain a compact form, free from wayward growth, whilst still maintaining the health of the plant
- Spent flower heads, dead or dying or diseased plants or plant parts, litter, leaves, twigs, branches and other debris that may accumulate in the garden area, must be removed. Trimming of plants to ensure windows and doors and other openings have a 0.2m clearance
- Trimming of plants to ensure that a 0.2m gap is retained between plant growth and the surface of any structure
- Trimming of plants to contain each plant within the boundaries of the garden area (within the retaining structure i.e.: logs, rocks, earth fences etc)
- Inspections of plants for pests and diseases must be carried out at each visit and infestations treated within 5 working days of identification. Spray material to be nominated and provided by the Contractor, approved by the SCA and covered in the Fee
- Straightening and tying of stakes and tree guards to trees and shrubs planted either in garden beds or in open areas and the removal of the stakes when no longer required
- A qualified horticulturalist will undertake or supervise the Garden Maintenance tasks

E1.6.2.2 Weed and Pest Plant Management

A weed for this section is defined as any plant not included in the original planting or landscape design.

Weed control shall be by hand weeding or spot spraying using an approved herbicide in accordance with the manufacturer's instructions and EPA Guidelines. Weeds must be attended to at each visit. The cost of the herbicide shall be covered in the Fee.

The type of herbicide shall be those identified within the contract. Alternate herbicides will require approval from the SCA prior to its use.

E1.6.2.3 Noxious Weed and Environmental Weed Management

The Contractor will undertake noxious weed treatment and shall:

- Keep all areas free of Noxious and invasive weeds including but not limited to Blackberry, Bamboo, Lantana, Paterson's curse, Pampas Grass, Prickly Pear, privet, camphor-laurel, cotoneaster, gorse, broom, scotch thistle and St John's Wort within the lands identified within the contract.
- Thoroughly inspect and treat all areas intruded by noxious and invasive weeds

The control of Noxious weeds should be carried out during optimum times for control usually whilst actively growing and before seed production.

E1.6.2.4 Mulch Maintenance

Mulch to be maintained to the following standard:

- Material of the same specification within the garden is to be used.
- A minimum depth of 75mm is to be maintained.
- Alternate mulch material may be used following approval from the SCA.

E1.6.2.5 Specialist Horticultural Works

A qualified horticulturalist will be required:

- To supervise gardening activities
- Undertake condition and health assessments on gardens and plantings
- Provide an annual report of the findings from assessments undertaken

E1.6.2.6 Specialist Arborist Services

The contractor is to undertake a condition assessment of trees within the contract area. The assessment is to identify problem and /or hazardous trees within the contract area as well as a health assessment of feature trees.

The contractor will be required to provide an annual report on the assessment that identifies:

- The location of problem and/or hazardous trees
- Recommended corrective actions
- A ranking of the corrective actions that is to include recommended timeframes to address the issues identified.

E1.6.3 CHEMICAL CONTROL OF VEGETATION

Grass is not to be controlled by the use of chemical without prior approval.

Poisoning of vegetation is by the application of a registered herbicide for the particular purpose. The herbicide to be used can be from the following selection:

- Glyphosate
- Grazon Extra
- Brush Off
- MCPA

Alternate equivalents may be used following application and approval from the SCA.

Application of the herbicide will only be allowed where it has been identified in this contract and/or after approval has been obtained from the SCA.

Herbicide spraying will only be carried out in suitable weather conditions following EPA guidelines for the use of Herbicides. Chemical use should also be timed to avoid weekends, school holidays and peak usage times for public sites (as advised by the SCA).

Poisoned plants that have died must be removed and disposed of in accordance with the waste disposal requirements of this contract.

The SCA may stop poisoning activities at any time if it is considered to be detrimental to either the environment or safety.

The contractor must supply records of chemical use to SCA that comply with EPA and SCA recordkeeping requirements. The recording forms will be provided to the contractor.

E1.6.4 DAILY SITE REQUIREMENTS

The contractor must inspect and clear the site before Grass Maintenance. The Contractor must clear the following:

- rubbish
- rocks
- garbage
- debris
- sticks
- branches
- storm damaged trees to 0.2m diameter.

The contractor must clear the site of grass cuttings after Grass Maintenance. The contractor must clear around

- roads and paths
- shelters and buildings
- park furniture
- drains and sumps.

Non-organic waste collected by the contractor is to be disposed of at an approved waste disposal facility at no additional cost to the SCA. Where the SCA has services for waste removal, these services and facilities may be approved for use.

Organic matter collected within the site may be retained for re use on the site. Windfall material such as leaf litter and branches and lopped branches are to be chipped or shredded and kept on site to be used for replenishing garden mulch. The contractor is to supply their own chipper/shredder. Where reuse of organic matter is identified, the contractor is to establish a suitable storage area on the site, this establishment to include the bunding of stockpiled material. The contractor is also to supply a sealed composting unit or units for the management of green waste.

E1.6.5 PATHS, ROADS, ACCESS WAYS AND HARDSTAND AREAS

E1.6.5.1 Paths and Pedestrian Access Ways

The contractor will ensure that all paths and pedestrian access ways:

- are kept clear so that unimpeded access is maintained
- full width of the path or access way is available by controlling vegetation growing up to, on or over the path or access way
- a vertical clearance of 2.5m is to be maintained

Where a path or access way is constructed of timber, concrete or similar material, it is to be kept free from mosses, lichen and algal growth

E1.6.5.2 Roads and Tracks

The contractor will ensure that roads and tracks:

- are kept clear so that unimpeded access is maintained
- full width including a 1 meter clearance on the edge is available by controlling vegetation growing up to, on or over the road or track by:
 - trimming vegetation on paths, roads, access ways and hardstands edges to ensure they are clearly visible for safe passage
 - removing or chemical control of vegetation growing up through the cracks or joints
- have a vertical clearance of:
 - 4m from the pavement for public roads and tracks
 - 3m from the pavement for closed roads and tracks

E1.6.5.3 Hardstand Areas

The contractor will ensure that hardstand areas are kept clear and tidy so that unimpeded access is maintained.

That all waste material and debris collected must be removed in accordance with the waste disposal terms outlined in this contract. The contractor shall pay particular attention to remove all litter, debris and other windfall from areas where it may accumulate around and/or under buildings, in drains and sumps, on pathways and stairs

E1.6.6 DRAINS

Drains are categorised in the following manner:

- Road Drains – These are drains incorporated into the design of roads. They are designed to intercept surface water to protect the road from erosion and/or flooding
- Stormwater and Back Drains – These are located a distance upslope of critical features and prevent overland water flow affecting the asset. They usually discharge the water through flumes or culverts
- Coping Drains – These are located adjacent to a critical features (eg: the coping of the canal) and intercept surface water between the critical feature and the back drain. The intercepted water is then discharged into flumes and/or culverts
- Flumes – These are open channel structures that carry water diverted from drains over critical features
- Dam Toe Drains – These are located on the downstream face of dams (in the toe of the dam). They intercept water discharged from the structure to ensure safe operation of the asset and are critical to the asset.
- V-Notch Weir and Operational Drains – These drains are designed to collect asset seepage waters where a calculation of water quantity is required. These are critical to the operation of an asset.

The contractor will ensure:

- Drains and associated grates, headwalls are to be cleared of all debris and accumulated silt to allow free flow of water and minimise the transport of foreign substances and weeds
- Vegetation is to be managed so that it does not impede the function of the drain, where the drain is:
 - Constructed from earth and vegetated – the drain must retain its designed shape and flow characteristics.
 - Constructed from concrete or similar pavement, the drain is to remain clear of vegetative growth.
- All silt, debris and waste material collected from the drainage networks is to be disposed off site. This may require the use of specialist equipment, for example a suction truck at Wingecarribee Toe Drain V-Notch Weir Pool.

E1.6.7 BUILDINGS AND ASSETS

E1.6.7.1 Building and asset maintenance

Assets and buildings include – posts, poles, Armco railings, water off takes (customers), concrete walls, concrete pads, valve pits, level indicators, water supply sheds, huts, weather stations, etc

On buildings and assets, the contractor will:

- Clear and remove from roof gutters, downpipes and the roof space area of buildings leaves, twigs, sticks, branches and other general debris which could cause the gutters to overflow and downpipes to become blocked. Any damage to the roof/reinstating will be the Contractor's responsibility at his own cost.
- Clear and remove cobwebs from the external areas of buildings and framework of shelters including windows, external walls, doorways, eaves, gutters and exposed framework
- Comply with all relevant safety standards and SCA policies and procedures relating to working at heights
- Ensure vegetation clearances around assets in accordance with the specifications listed within this contract
- Report problems or faults observed following these maintenance activities on the asset.

E1.6.7.2 Asset Protection Zones

The contractor will be required to maintain existing asset protection zones around assets, structures and nominated perimeter fences.

Asset protection zones are areas of reduced fuel load and are a minimum of 10meters from the external wall of the asset or structure.

Asset protection zones will include the removal of all windfall material, regrowth vegetation, trimming of lower branch regrowth on large trees and the slashing/maintenance level 2 of grassed areas. The contractor will be required to maintain the asset protection zone to the following standard:

- The removal of all regenerating woody vegetation under 6m in height
- The slashing/level 2 service maintenance of grass
- Removal of branches up to 4 meters from the ground on large trees (trees >20cm diameter at 1.5m from ground or trees over 6m meters in height). This work needs to be supervised by a qualified horticulturist or qualified arborist to ensure tree health is maintained.

E1.6.7.3 Playground Softfall

The contractor is to inspect the depth of softfall below playground equipment to ensure it complies with the relevant Australian Standard (AS4685).

Playground Softfall is to be cleared of foreign material at each visit.

Playground soft fall areas consisting of loose material are to be mechanically aerated twice per annum and replenished as required with material of the same specification. Aeration shall be undertaken to a depth that meets the Australian Standard (AS4685).

E1.6.7.4 Fences and barriers

Nominated boundary fences are to be kept clear of vegetation and debris.

Nominated internal fences to be kept clear of vegetation within 2 metres of the exterior of the fence and 0.5 meters on the interior of the fence line.

The Contractor, when performing the task of cutting the vegetation along fence lines, shall visibly inspect the fence for any damage or other problem.

- Where damage to the fence line is of a minor nature, the Contractor shall:
 - repair the fence as soon as possible to provide adequate security and animal proofing
 - The Contractor will be required to provide the materials (wire and steel star post posts) to carryout the minor repairs.
 - document in the monthly report any repairs carried out, the location and any comment on how the damage may have occurred.
- Where the damage to the fence is major, the Contractor shall:
 - make temporary repairs as soon as possible to provide adequate security and animal proofing
 - report the damage to the SCA immediately upon discovery
 - document in their monthly report any repairs carried out, the location and any comment on how the damage may have occurred.
 -

NOTE: If the Contractor has caused the fence damage, reinstatement will be at the Contractor's expense.

E1.6.7.5 Canals

- General Conditions
 - The Contractor shall:
 - Remove all vegetation growth from the canal inner walls.
 - Remove fallen vegetation from downstream trash racks at the end of the day's work.
 - Dispose of all removed vegetation offsite at no cost to the SCA in a manner that will protect the environment and is in accordance with the requirements of the NSW Protection of Environment Operations Act (1977).
 - Vegetation growth that otherwise can't be removed due to its location shall be removed by the Contractor during scheduled closures of the Canal.

E1.6.7.6 Kangaroo Valley and Bendeela Pipelines

The vegetation growing under the pipeline is to be controlled depending on the type of floor finish, edging and slope of ground.

This includes all vegetation growing under the pipeline and in between the edges of the sill blocks or kerbed and gutter strips.

E1.7 NON-ROUTINE WORKS

The SCA may require the Contractor from time to time to undertake non-routine work, which has not been included elsewhere under the Contract. The Contractor will undertake this work only if directed by the SCA.

The SCA will pay for this work at the rates quoted in the Schedule of Rates for Non-routine Work. The contractor will be reimbursed for any materials required for any ancillary works at cost plus 10%.

The SCA reserves the right to market test claims for material costs and if it can demonstrate that the contractor has not used their best endeavours to obtain competitive pricing the SCA will reimburse the contractor at the lower quoted cost provided from suppliers servicing the relevant area.

The type of ancillary work, which the SCA may require the Contractor to undertake, may include, but will not be limited to, the work described hereunder:

- Application of the routine works specifications to new work locations not covered in this contract
- Placement and/or restoration of timber, masonry or rock borders, retaining walls, barriers, posts and temporary fences
- Use of backhoe, bobcat, front-end loader, truck and self-loading truck including operator, all fuel, oil and transport to and from the site
- Supply and application of fertiliser for grassed areas, or general grass improvement works
- Clear or sweep roads and paved areas
- The contractor may be required to undertake garden bed and plant improvement works. Works to be included are:
 - Aeration of soil by hand or mechanical methods
 - Application of fertiliser that is:
 - Suitable for the plants being treated
 - Approved by the SCA prior to application
 - Labour to undertake targeted plant replacement as guided by the horticulturalist reports
- Rubbish removal
 - The Contractor shall, on an as-need basis, clear up rubbish dumped on site and in gate ways.
 - The rubbish is to be removed from site and disposed of at an EPA approved disposal site. The Contractor to provide documentary evidence of such disposal in accordance with the waste management clauses within this contract.
- The contractor may be required to establish an asset protection zone that includes:
 - The removal of all trees up to 20cm in diameter at a height of 1.5m from the ground
 - The removal of all trees under 6m in height
 - The removal of understory growth
 - The slashing/level 2 service maintenance of grass
 - Removal of branches up to 4 meters from the ground on large trees (trees >20cm diameter at 1.5m from ground or trees over 6m meters in height). This work needs to be supervised by a qualified horticulturist or qualified arborist to ensure tree health is maintained.

In relation to non-routine works the SCA reserves the right to utilise the services of other contractors.

E2. OHS&R

E2.1 General Requirements

- (a) The Occupational Health and Safety Act 2000 requires that employers and employees ensure the health, safety and welfare of persons in the workplace. The Contractor is required to observe all statutory/regulatory safety requirements and to provide for the protection of persons and property as part of the Contract.
- (b) While working on SCA's premises and work Sites the Contractor shall also comply with SCA's occupational health, safety & rehabilitation (OHS&R) policies and Corporate Instructions as well as SCA directions.
- (c) The Contractor shall, at all times, exercise any other necessary and reasonable precautions appropriate to the nature of the Work and the conditions under which the Contract is to be performed for the safety of all persons involved in or affected by that Work.
- (d) The Contractor shall prepare a Safe Work Method Statement for all activities associated with the provision of the Works taking into account SCA's Hazard Risk Identification for the Works and the Site in clause F2 to this Contract.
- (e) The Contractor shall include in the Safe Work Method Statement as a minimum:
 - (i) Description of the Work
 - (ii) Name and qualifications of the person or persons who will supervise the Work
 - (iii) Name and qualifications of the person or persons who will inspect, approve and supervise methods for the provision of the Work, protective measures, use of plant & equipment
 - (iv) Potential risks associated with the Work, including without limitation, the risks associated with interfacing with ongoing SCA operations and with any other work persons or contractors on the site/s
 - (v) What OHS&R training is given to persons involved with the provision of the Works
 - (vi) All precautions to be taken to protect health and safety
- (f) The Contractor shall supply the Safe Work Method Statement to the SCA at least 7 days prior to the performance of those portions of the Contract which are to be performed outside the office environment. The responsibility for the adequacy of the Safe Work Method Statement always remains with the Contractor.
- (g) The Contractor shall implement the safe work methods as set out in the Safe Work Method Statement and shall take appropriate measures to ensure they are kept relevant to the carrying out of the Works under the Contract.

- (h) The Contractor may also be required to prepare and comply with a Project Safety Plan or Safe Work Method Statements if the project contains high risk construction work (or equivalent) under the Occupational Health and Safety Regulation (2001).

E3. ENVIRONMENTAL REQUIREMENTS

E3.1 Noise Specifications

- (a) Equipment supplied and installed may need to provide a quiet working environment for SCA operations personnel and others such as nearby residents. The Contractor shall comply with the Sydney Catchment Authority Procedure 0616 “Noise Management”. The Contractor shall comply with the *Occupational Health & Safety Regulation 2001* and WorkCover Code of Practice, Noise Management and Protection of Hearing at Work.

E3.2 Purchasing

- (a) The Contractor shall purchase and use recycled content products where appropriate.
- (b) The Contractor shall submit a progress report to the SCA every two months during the Contract Term and a summary report before Completion regarding the purchase of certain materials with details of the total and recycled content tonnages (the “Purchasing Reports”).
- (c) The Purchasing Reports are to be in the format set out in clause F4.1 below.

E3.3 Waste Management

- (a) The Contractor shall recycle and divert from landfill surplus soil, rock and other excavated or demolition materials, wherever this is practical.
- (b) The Contractor shall separately collect and stream quantities of waste concrete, bricks, blocks, timber, metals, plasterboard, paper and packaging, glass and plastics and offer them for recycling where practical.
- (c) The Contractor shall monitor waste tonnage and record their method and location of disposal and whether or not that location was a place that could lawfully be used as a waste facility for the waste.
- (d) The Contractor shall submit to the SCA a progress report every two months and a summary report before Completion regarding the implementation of waste management measures, including the record of waste tonnage and their method and location of disposal (the “Waste Management Report”). All receipts issued by the waste facility need to be supplied to the SCA.
- (e) The Waste Management Reports are to be in the format set out in clause F4.2 below.
- (f) A failure by the Contractor to provide the SCA with evidence of any and all waste dockets and receipts for payment of waste disposal in relation to the Works may lead to the SCA withholding payment of the Fee until such evidence is satisfactorily produced.

- (g) The SCA promotes use of the recycled paper to protect the environment. The Contractor shall print all documents and reports required by the Authority **on a minimum 50% recycled content paper**. Where it is not practical for the Contractor to use recycled paper for printing of reports and documents, the Contractor shall obtain written approval from the SCA before printing reports or documents on non-recycled paper.

E3.4 Energy Management

- (a) All supplied or installed equipment that consumes energy shall be sized appropriately and be the most energy efficient of its class. Appropriate fuel shall be used to minimise overall energy use and greenhouse gas emissions.
- (b) Energy star for office equipment and energy ratings for (usually household) appliances can be used where appropriate.

E3.5 Environmental Conditions Approval

- (a) Prior to commencing any Work the Contractor must check with the SCA as whether any environmental conditions of approval apply to the Work (such as a Work Method Statement or Environmental Management Plan).
- (b) The Contractor must fully comply with any environmental conditions of approval in relation to the Work as notified to it from time to time during the Term.

E4. NOT USED

PART F - ATTACHMENTS**F1. ANNEXURE TO PART C**

Item

- | | | |
|----|-------------------------------------|------------|
| 1. | Date for Completion
(clause C1) | 30/6/2013. |
| 2. | Liquidated Damages
(clause C6.4) | Not used |

F2. HAZARD RISK IDENTIFICATION

Hazards identified in this checklist should be taken into consideration by the Contractor in the development of a Safe Work Method Statement.

This document is not intended to be a comprehensive or exhaustive survey of the Work. Tenderers should not rely solely on the information contained herein and should undertake independent assessment of the hazards and risks associated with the Work.

PART 1: Generic Hazards Associated with the Work

The purpose of this list is to notify the Contractor of general hazards associated with the Work, including the Site(s) on which the Work is to be carried out.

Hazard	Y	N	Hazard	Y	N
Access and Egress	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hot Surfaces	<input type="checkbox"/>	<input type="checkbox"/>
Asbestos	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hot Work	<input type="checkbox"/>	<input type="checkbox"/>
Biological	<input type="checkbox"/>	<input type="checkbox"/>	Hydraulic Pressure	<input type="checkbox"/>	<input type="checkbox"/>
Confined Space	<input type="checkbox"/>	<input type="checkbox"/>	Manual Handling	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cross-Business Interface	<input type="checkbox"/>	<input type="checkbox"/>	Moving Machinery	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dangerous Goods	<input type="checkbox"/>	<input type="checkbox"/>	Multiple Contractors	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Demolition Activity	<input type="checkbox"/>	<input type="checkbox"/>	Noise and Vibration	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dust	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Overhead Hazards	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity (including Static)	<input type="checkbox"/>	<input type="checkbox"/>	Portable Tools	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Environment:			Radiation (including Solar)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hot	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Remote Location	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cold	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Slipping, Tripping and Falling	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Steam	<input type="checkbox"/>	<input type="checkbox"/>
Dark	<input type="checkbox"/>	<input type="checkbox"/>	Toxic Materials	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Night	<input type="checkbox"/>	<input type="checkbox"/>	Traffic and Vehicles	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Excavation	<input type="checkbox"/>	<input type="checkbox"/>	Trapped Heat	<input type="checkbox"/>	<input type="checkbox"/>
Fire and Explosion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Underground Activity	<input type="checkbox"/>	<input type="checkbox"/>
Flooding and Overflow	<input type="checkbox"/>	<input type="checkbox"/>	Underground Services	<input type="checkbox"/>	<input type="checkbox"/>
Gas, Fumes and Foul Air	<input type="checkbox"/>	<input type="checkbox"/>	Waste Disposal/Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hazardous Equipment	<input type="checkbox"/>	<input type="checkbox"/>	Working at Height	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hazardous Substances/Chemicals	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Working Downstream of a Water Storage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hot Metal	<input type="checkbox"/>	<input type="checkbox"/>	Working Over, Near, On, In or Under Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
			Workplace Violence	<input type="checkbox"/>	<input type="checkbox"/>

F3. SITE REQUIREMENTS FOR CONTRACTORS

Under the Occupational Health and Safety Act 2000 and the Protection of the Environment and Operations Act 1997, while you (the Contractor) have primary responsibility for ensuring the health and safety of your employees, Sydney Catchment Authority may be responsible for the actions of contractors performing work on its premises. You and any of your employees and sub-contractors are expected to abide by the following minimum requirements:

- (a) The Contractor must report to the designated Sydney Catchment Authority supervisor prior to commencement, and on completion, of the Work.
- (b) The Contractor must give reasonable prior notice to the designated Sydney Catchment Authority supervisor of who will be on Site, at what times, doing what Work (see specific details below).
- (c) The Contractor must keep a current daily attendance register of persons working on Site.
- (d) The Contractor must only carry out work for which it is licensed and must make available competency certificates or relevant licenses for inspection by the designated Sydney Catchment Authority supervisor on request. The Contractor must ensure that all personnel engaged by it in connection with the Works are appropriately qualified, licensed, competent and experienced in the provision of the type of Works required by Sydney Catchment Authority.
- (e) The Contractor must carry out all work in accordance with the Occupational Health and Safety Act 2000, associated Regulations and standards and any other relevant Guidelines or Codes of Practice as amended from time to time.
- (f) The Contractor must, on request, produce evidence of satisfactory insurance cover for Workers Compensation, Third Party Property Damage, Industrial Special Risks/Works, Comprehensive Motor Vehicle, Motor Vehicle CTP as appropriate.
- (g) The Contractor must exercise care to ensure that any danger to Sydney Catchment Authority employees and visitors as a result of the work is minimised through the use of appropriate hazard controls to the satisfaction of the designated Sydney Catchment Authority supervisor.
- (h) The Contractor must not, without the prior approval of the designated Sydney Catchment Authority supervisor, bring onto Sydney Catchment Authority premises any dangerous goods. (Approval will only be given on the understanding that all dangerous goods will be transported, handled and stored in the accordance with the Occupational Health and Safety Act 2000 and the Occupational Health and Safety Regulations 2001, the Australian Dangerous Goods Code and any relevant Australian Standards).
- (i) The Contractor must not without prior approval from the designated Sydney Catchment Authority supervisor undertake any hot work or work involving noxious fumes, dust, excessive noise or water-borne pollutants.

- (j) The Contractor must not allow any contaminated water or other trade waste to enter stormwater drains, sewerage lines or watercourses.
- (k) The Contractor must report immediately to the designated Sydney Catchment Authority supervisor any accident, hazard, leak, spill or fire.
- (l) The Contractor must establish and maintain a mechanism for its employees to regularly discuss and resolve OH&S problems and to relay this information to Sydney Catchment Authority Site management and OH&S representatives.
- (m) The Contractor will be responsible for the good and proper conduct of its personnel while on Sydney Catchment Authority premises. The Contractor must maintain good order and discipline amongst its personnel particularly while on Sydney Catchment Authority premises and must not employ in connection with the Works anyone not skilled in the task assigned.
- (n) The Contractor will ensure that no personnel under the influence of alcohol or drugs are permitted on Sydney Catchment Authority premises. The Contractor shall ensure that no alcoholic liquor or alcoholic beverage or illegal drugs are brought onto or consumed while on Sydney Catchment Authority premises by the Contractor's personnel in the course of performing the Works. Smoking of any substance will not be permitted in Sydney Catchment Authority's buildings or vehicles. Smoking on Sydney Catchment Authority's premises will only be permitted in designated smoking areas.
- (o) The Contractor will ensure that all its personnel while on Sydney Catchment Authority premises carry and display an identity card provided by the Contractor. The Contractor must instruct all its personnel to wear and present their identity cards, upon request, to the Sydney Catchment Authority personnel at Site.
- (p) Services locations have First Aid kits (and in some cases rooms) stocked and attended as per the Occupational Health and Safety Regulation 2001. By agreement with the designated Sydney Catchment Authority supervisor small contractors may rely upon these facilities. Larger contractors (especially those undertaking particularly hazardous work) will have to provide their own First Aid facilities in conformance with the provisions of the above and any other relevant Regulations.
- (q) Works locations have specific OHS&R requirements which must be adhered to at all times. In particular you should be familiar with the Sydney Catchment Authority policies and procedures.
- (r) In addition, the Contractor must comply with any other OH&S instructions given by the designated Sydney Catchment Authority supervisor.
- (s) In completion of the Works, the Contractor must report to the designated Sydney Catchment Authority supervisor to have the Site inspected to confirm the Contractor has restored the Site to the satisfaction of Sydney Catchment Authority.

- (t) Failure to comply with any of the above may result in Sydney Catchment Authority directing the Contractor to cease work or remove employees from the Site.
- (u) Whilst working on Site the Contractor's primary responsibility at all times is the safety of its personnel and Sydney Catchment Authority staff. All decisions regarding the Works must take into account this primary responsibility.
- (v) The Contractor shall also take all required precautions so as not to damage any of Sydney Catchment Authority's property. If any damage is caused to Sydney Catchment Authority's property such damage shall be reported to the designated Sydney Catchment Authority supervisor.
- (w) The Contractor must provide a copy of these requirements to all of its personnel prior to commencement of the Works.
- (x) Where the Works are carried out over more than one (1) day, the Contractor must at the conclusion of work each day secure the Works in a safe manner and such that the Works are protected.

F4. PURCHASING AND WASTE MANAGEMENT REPORTS

As required by Part E – Technical Specification the Contractor shall submit Purchasing Report(s) and Waste Management Report(s) in the format specified below. This shall be used by the SCA for reporting.

Refer to the tables on the following page for definitions of purchasing and waste materials and density conversion factors.

F4.1 Purchasing Report

Material	Total Quantity purchased		Quantity purchased with recycled content		Comments (if applicable)
Landscaping materials		tonnes		tonnes	
Concrete		tonnes		tonnes	
Fill / Virgin Excavated Natural Material		tonnes		tonnes	
Asphalt		tonnes		tonnes	
Aggregates		tonnes		Tonnes	
Timber		tonnes		tonnes	
Sand		tonnes		tonnes	
Other categories (please specify)		tonnes		tonnes	

F4.2 Waste Management Report

Material	Total Quantity generated		Total Quantity recycled		Comments (if applicable)
Vegetation waste		tonnes		tonnes	
Concrete		tonnes		tonnes	
Fill/Virgin Excavated Natural Material		tonnes		tonnes	
Timber		tonnes		tonnes	
Bricks and roof tiles		tonnes		tonnes	
Mixed waste		tonnes		tonnes	
Other categories		tonnes		tonnes	

Name of Contractor:

Address:

Signed for the Contractor by:

In the Office Bearer Capacity of:.....

Date:

F4.3 Definitions of Purchasing and Waste Materials

The following definitions are applicable to the Contractor's completion of the tables set out in clauses F4.1 and F4.2 above:

Material	Description
Landscaping materials	Bark, chips, soil amenders, soil mixes, mulches, compost
Vegetation waste	Vegetation materials such as leaves, grass branches, logs or have been processed eg chipped, mulched or composted. Note: this category does not include green or putrescible waste such as food scraps
Concrete	Mixture of cement, sand and aggregates (or substitutes eg. fly ash)
Fill	Excavated material such as clay, gravel, sand, soil and rock that has been mixed with another waste or excavated from areas that are contaminated with manufactured chemicals, as the result of industrial, commercial, mining or agricultural activities.
Virgin excavated natural material (VENM)	Virgin excavated natural material such as clay, gravel, sand, soil and rock that is not mixed with any other waste and has been excavated from areas that are not contaminated with manufactured chemicals, as the result of industrial, commercial, mining or agricultural activities.
Asphalt	Any materials containing bituminous hydrocarbons. May contain additives such as concrete. Includes recycled asphalt pavement.
Aggregate	Rock or other hard materials such as concrete, crushed stone or bricks, between 4.25mm and 100mm particle size. See Australian Standards for detailed specifications.
Timber	Wood materials used for formwork or other construction purposes
Sand	Very fine hard aggregate between 75m and 4.25 mm in size. Meets Australian Standard specification
Bricks and roof tiles	Clay bricks and roof tiles mixed together. This can include small amounts of concrete or plaster render
Mixed waste	Mixed waste of which no one material comprises 50% or more of the load

F4.4 Density Conversion Factors

(a) Landscaping materials

Material	Tonnes per cubic metre (t/m ³)
Soil mixes/amenders	1.1 – 1.3
Mulch and bark chips	0.2 – 0.4
Fill and aggregates	1.1 – 1.3
Soil conditioners/ composted organics	0.6 – 1.0

(b) Construction and Demolition Materials

Material	Purchasing Tonnes per cubic metre	Waste* Tonnes per cubic metre	Comments
Concrete	2.3	1.1	May vary depending on type of concrete
Timber	1.6	1.1	Purchasing figure based on palletised, kiln-cured pine.
Sand	1.5	1.5	See note below
Landscaping materials / waste	1.0	1.0	May vary depending on type of material and water density. See table 3 for additional specific products
Bricks and roof tiles	Na	1.3	See note below
Mixed waste	Na	1.0	May vary considerably depending on composition