

# **Tender Document**

**for**

**Warragamba Pipeline Grounds Maintenance 2012 - 2015**

**Contract No: 02989440**

**November 2011**

**Sydney Catchment Authority**

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## TENDERING

# CONDITIONS OF TENDERING

## THERE ARE 7 PAGES IN THIS SECTION

This section includes notices to tenderers.

The Conditions of Tendering section does not form part of the Contract.

## 1 GENERAL

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### 1.1 CONTACT PERSON

Refer requests for information about the Tender to:

**Name:** » **Raj Rajendran**

**Telephone number:** » **02 4724 2270**

**E-mail address:** » **raj.rajendran@sca.nsw.gov.au**

### 1.2 NSW GOVERNMENT CODE OF PRACTICE FOR PROCUREMENT

Tenderers must comply with the NSW Government *Code of Practice for Procurement*, which is available on the Internet at:

[www.nswprocurement.com.au/Government-Procurement-Frameworks/Files/code\\_of\\_prac-curr.aspx](http://www.nswprocurement.com.au/Government-Procurement-Frameworks/Files/code_of_prac-curr.aspx)

Lodgement of a tender is evidence of the Tenderer's agreement to comply with the Code for the duration of any contract awarded as a result of the tender process. If a tenderer fails to comply with the Code, the Principal may take the failure into account when considering this or any subsequent tender from the tenderer, and may pass over such the tender.

## 2 TENDERER ELIGIBILITY

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### 2.1 SEPARABLE PORTIONS

- (a) This Tender consists of three Separable Portions:
- Separable Portion 1 – Routine Maintenance
  - Separable Portion 2 – Removal of woody vegetation
  - Separable Portion 3 – Primary control of Noxious Weed Infestations
- (b) It is the intention of the SCA to award all separable portions to one contractor. However, SCA reserves the right to award the Separable Portions to different Tenderers.
- (c) The Tenderers must not make it a condition of its Tender that the SCA award all Separable Portions to that Tenderer.
- (d) Tenderers are not required to Tender for all Separable Portions although they may do so.
- (e) The Tenderer acknowledges that this is a Separable Portion Contract and that it may only be successful in its least preferred Separable Portion and agrees to enter into a Contract with the SCA for that Separable Portion. If the Tenderer is not willing to

Contract with the SCA for any one Separable Portion, then it must not Tender in respect of that Separable Portion.

## 2.2 ACCEPTABLE LEGAL ENTITIES

The Principal contracts only with recognised and acceptable legal entities. The Principal does not contract with firms under any form of external administration. Any tender submitted by an unincorporated business such as a sole trader, partnership, or business name must identify the legal entity that proposes to enter the contract.

If the Tenderer is a trustee, the Principal may require:

- an unconditional undertaking in accordance with Preliminaries Clause **Additional security and obligations for trustees**; and
- a signed statement from the Tenderer, provided before the Contract is awarded, making the following undertaking:

‘If (insert the legal name of the Tenderer) is awarded Contract No (insert the contract number) for (insert the contract description) it will provide security in the amount of (insert the amount of security advised by the Principal) in accordance with Preliminaries clause **Additional security and obligations for trustees**, and it undertakes to ensure that, for the duration of the Contract, the total value of the trust beneficiaries’ loans to the trustee is always greater than the total value of trust beneficiaries’ loans from the trustee.’

Failure to provide the signed statement may result in the Tender being passed over.

## 2.3 QUALITY MANAGEMENT – NOT USED

## 2.4 OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT

Tenderers must demonstrate their capacity to manage occupational health and safety in accordance with the NSW Government *Occupational Health and Safety Management Systems Guidelines 4<sup>th</sup> Edition (OHSM Guidelines)*. The *OHSM Guidelines* are available on the Internet at:

<http://www.nswprocurement.com.au/Procurement-System-for-Construction/Reference-material/Procurement-Guideline-Documents.aspx>

Submit with the Tender the information identified in Tender Schedules **Schedule of Occupational Health and Safety Management Information**.

A tender will not be accepted from a tenderer that does not have a Corporate OHS Management System complying with the *OHSM Guidelines* and accredited by a NSW Government Construction Agency.

If the Tenderer does not have an accredited Corporate OHS Management System, submit with the Tender an undertaking that the Tenderer’s Corporate OHS Management System will be revised to comply with the *OHSM Guidelines* and submitted to the Department of Services, Tecnology & Administration for accreditation within two (2) weeks after the close of tenders.

## 2.5 ENVIRONMENTAL MANAGEMENT

Tenderers must demonstrate their capacity to manage environmental matters in accordance with the NSW Government *Environmental Management Systems Guidelines (EMS Guidelines)* available on the Internet at:

<http://www.nswprocurement.com.au/Procurement-System-for-Construction/Reference-material/Procurement-Guideline-Documents.aspx>

Submit the information identified in Tender Schedules **Schedule of Environmental Management Information**.

## 2.6 FINANCIAL ASSESSMENT CRITERIA

The main criteria considered in financial assessment of tenderers are:

- Net Worth (total assets, excluding any assets of company directors, less total liabilities less intangible assets);
- Current Ratio (ratio of current assets to current liabilities); and
- Working Capital (current assets less current liabilities).

The Principal considers tenders with the following financial capacity, and no other significant detrimental financial characteristics to be financially satisfactory in respect of tenders:

- Net Worth exceeds 5% of the Contract Sum or initial Contract Price;
- Current Ratio exceeds 1; and
- Working Capital exceeds 10% of the Contract Sum or initial Contract Price.
- Where a tenderer is a trustee the total value of trust beneficiaries' loans to the trustee must be greater than the total value of trust beneficiaries' loans from the trustee.

Deviations below these indicative criteria will not necessarily prevent the Principal from considering any tender.

The Principal may elect to pass over a tender from a tenderer if any of the above financial assessment criteria that is below a threshold acceptable to the Principal.

## 3 CONTRACT DETAILS

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### 3.1 INSURANCE

#### **Works and public liability insurance**

The Contractor must arrange insurance of the Works (and any temporary works) and public liability and pay all premiums in accordance with General Conditions of Contract clause **Insurance**.

#### **Other Insurance**

The Contractor must arrange and pay all premiums for all other insurance required under General Conditions of Contract clause **Insurance**.

For professional indemnity insurance, a Certificate of Currency or evidence of the ability to obtain the required insurance, such as a letter from a broker or insurer, may be required as a condition of acceptance of tender.

## 4 CURRENT POLICIES

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### 4.1 GOODS AND SERVICES TAX

The tendered lump sum and/or rates must include GST if it is payable.

## 4.2 DISCLOSURE OF TENDER AND CONTRACT INFORMATION

The Principal will publish details of tenders and any contract awarded as a result of this tender process in accordance with the *Government Information (Public Access) Act 2009* (NSW) and Premier's Memorandum 2007.

## 4.3 EXCHANGE OF INFORMATION BETWEEN GOVERNMENT AGENCIES

By submitting a tender, the Tenderer authorises the Principal to gather, monitor, assess, and communicate to other NSW Government agencies or local government authorities information about the Tenderer's financial position and its performance in respect of any contract awarded as a result of the tender process. Such information may be used by those agencies or authorities in considering whether to offer the Tenderer future opportunities for work.

## 4.4 FINANCIAL ASSESSMENT

By tendering for this Contract, the Tenderer agrees that the Principal may engage private sector consultants to financially assess tenderers. Financial details of tenderers may be obtained by an external Financial Assessor for assessment. Financial Assessors have a contract with the Principal to safeguard the financial details obtained. Financial Assessors must not disclose such details, either in whole or in part to any party other than NSW Government departments or agencies without the express written permission of the tenderer.

The Financial Assessor is » CORPORATE SCORECARD PTY LTD

Submit, when requested by the Financial Assessor or Principal, the Financial Assessment information shown in Tender Schedules **Schedule of Financial Assessment Information**.

## 4.5 INDUSTRIAL RELATIONS MANAGEMENT – NOT USED

## 4.6 UNCONDITIONAL UNDERTAKINGS - APPROVED INSTITUTIONS

For the purpose of giving unconditional undertakings, the Principal has approved banks, building societies, credit unions and insurance companies listed by the Australian Prudential Regulation Authority (APRA) as being regulated by the APRA. Lists appear at the APRA website on the Internet at:

[www.apra.gov.au/](http://www.apra.gov.au/)

The Principal is prepared to consider proposals from tenderers for the approval of Unconditional Undertakings by substantial financial institutions, not registered by APRA, which lawfully carry on business in Australia. The Principal may require the submission of evidence demonstrating the substance and status of any proposed financial institution without cost to the Principal.

## 4.7 ABORIGINAL PARTICIPATION – NOT USED

## 5 FURTHER INFORMATION

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### 5.1 ADDENDA TO TENDER DOCUMENTS

If, as a result of a request for clarification from a tenderer or for any other reason, the Principal issues an instruction amending the tender documents, the instruction will be issued in writing to all tenderers in the form of an Addendum, which becomes part of the tender documents. Written Addenda issued by the Principal are the only recognised explanations of, or amendments to, the tender documents.

## 5.2 SITE ACCESS RESTRICTIONS

Tenderers and their agents or representatives must:

- obtain permission to inspect the Site from the Contact Person at least 48 hours before access to the Site is required;

## 5.3 PRE-TENDER MEETING

A pre-tender meeting will be held on the date, at the time and at the place nominated in the advertisement or invitation.

The Contact Person will be available at that time to answer any tenderer's queries regarding the tender.

## 6 PREPARATION OF TENDERS

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### 6.1 ALTERNATIVE TENDERS

The Principal may consider alternative tenders, provided the alternative tender meets the scope, functional intent and design concept expressed in the tender document. Where an alternative tender is proposed, submit a detailed description of the alternative stating clearly the manner in which it differs from the detailed requirements of the tender documents and including separate tender schedules applicable to the alternative.

Alternative tenders will not be considered unless the Tenderer has submitted a conforming tender.

### 6.2 TECHNICAL DATA – NOT USED

## 7 SUBMISSION OF TENDERS

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### 7.1 DOCUMENTS TO BE SUBMITTED

The following documents must be completed and submitted by the Tenderer:

- Tender Form
- Tender Schedules with all requested supporting information
- Evidence of Insurances

### 7.2 SUBMISSION PROCEDURE

Submit the Tender Form, Tender Schedules marked 'Submit with the Tender Form' and other required documents or information by the date and time given in the advertisement or invitation, by any of the following methods:

- eTendering,
- Tender Box,

If more than one tender submission is made, mark each submission clearly as to whether it is a copy, an alternative tender, or whether the submission supersedes another submission.

### 7.3E TENDERING

Tenderers are encouraged to obtain Requests for Tenders (RFT) and submit tenders through NSW Government online eTendering at:

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

#### Legal status

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 NSW Government eTendering web site.

The Principal may decline to consider for acceptance, tenders that cannot be effectively evaluated because they are incomplete or corrupt.

#### Electronic Format for Submissions

Tenders submitted electronically must be in a file format that can be read, formatted, displayed and printed by Microsoft Word 97, or any format required by the RFT.

Any CAD files submitted with an electronically lodged tender must be in DGN, DWG, or DXF format. The Principal uses AUTOCAD and Tenderers must ensure that any CAD files submitted that will correctly display and print in AUTOCAD.

#### File Compression

Tenderers may compress electronic tenders in any format that can be decompressed by WinZip. Tenderers must not submit self-extracting (\*.exe) zip files.

#### Change of Tender Form Text

Tenderers must not change existing text in electronic tender forms other than to insert required information.

### 7.4 TENDER BOX

The Tender may be submitted in the Tender Box at:

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

**Submit the Tender in a sealed envelope addressed to the Secretary of the Tender Opening Committee and marked with 'Tender for Warragamba Pipeline Grounds Maintenance 2012 to 2015' by 10.00AM WEDNESDAY 7/12/2011.**

### 7.5 FACSIMILE – NOT USED

### 7.6 ALTERNATIVE TENDER BOX AND FACSIMILE NUMBER – NOT USED

### 7.7 LATE TENDERS

Late tenders will not be accepted.

## 8 PROCEDURES AFTER CLOSING OF TENDERS

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### 8.1 EVALUATION OF TENDERS

In evaluating tenders, the Principal may take into consideration factors including, but not limited to: whole of life costs; ability to meet requirements of the NSW Government *Code of Practice for Procurement*; innovation; delivery time; quality offered; previous performance; experience; capability; occupational health and safety performance; industrial relations performance; environmental management performance; community relations; value adding including economic, social and environmental initiatives; and conformity. Tenders will be assessed using a weighted scoring process based on information provided with the Tender. **The ratio of price to non-price criteria will be: 50:50**

The Principal may elect to pass over a tender from a tenderer with an assessed score on any of the above non-price criteria that is below a threshold acceptable to the Principal.

The Principal may treat any detail required by the tender documents which is omitted, illegible or unintelligible as failing to fulfil the relevant requirement.

### 8.2 ACCEPTANCE OF TENDER

The Principal may accept tenders that do not conform strictly with all requirements of the tender documents.

The Principal is not bound to accept the lowest or any tender. Tenders which do not comply with any requirement of, or which contain conditions or qualifications not required or allowed by, the tender document may be passed over.

No tender, or qualification or departure from a contract condition or specification, is accepted unless the Principal gives an acceptance or formal agreement in writing.

### 8.3 PROTECTION OF PRIVACY

The Tenderer warrants, in respect of any personal information provided in this Tender or any contract arising from this Tender, that the information is accurate, up to date and complete, and that nominated individuals authorise its collection and are aware:

- that the information is being collected for the purpose of evaluating tenders and administering any contracts arising from those tenders and may be made available to other NSW government agencies or local government authorities for those purposes;
- whether the supply of the information by the individual is required by law or is voluntary, and any consequences for the individual if the information (or any part of it) is not provided; and
- of the existence of any right of access to, and correction of, the information.

**END OF SECTION – CONDITIONS OF TENDERING**

## **TENDER SCHEDULES**

**THERE ARE 16 PAGES IN THIS SECTION**

**1 TENDER FORM**

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Location of Tender Closing Office: **www.tenders.nsw.gov.au/sca OR** Tender Box  
Sydney Catchment Authority  
Level 4, 2-6 Station Street  
PENRITH NSW 2750

Name of Tenderer  
(in block letters): .....

A.B.N.  
(if applicable): .....

Address: .....  
.....

Telephone number: .....

Facsimile number: .....

e-mail address: .....

hereby tender(s) to perform the work for  
Warragamba Pipeline Grounds Maintenance  
(Contract No. » 02989440 )

in accordance with the following documents:  
TENDER DOCUMENT VOL. 1 SPECIFICATION

and Addenda Numbers: .....

**At the (GST exclusive) rates and lump sums in the attached Schedule of Rates and Lump Sum Items, for one year.**

**2 SCHEDULE OF RATES AND LUMP SUM ITEMS**

(SUBMIT WITH TENDER FORM)

**SEPARABLE LUMP SUM PORTION 1**

<b>Location / Area of Work</b>	<b>Work Type / Activity</b>	<b>No. per year</b>	<b>Rate (Per No. excl GST)</b>	<b>Amount (Per Year excl GST)</b>
Road Verges, Entry Areas, Inner Corridor and Pipeline Area	Grass Maintenance, Weed Control, Road and Path Maintenance, Drain Maintenance, Inspection of fences and SCA assets.	13		
Outer Corridors	Grass Maintenance, Weed Control, Road & Path Maintenance, Drain Maintenance, Inspection of fences and SCA assets.	4		
Embankments	Woody vegetation management	1		
Buildings & Assets	Building Maintenance Asset Protection zones	4		
			Lump Sum Per Year (ex GST)	\$

**SEPARABLE LUMP SUM PORTION 2**

<b>Location / Area of Work</b>	<b>Work Type / Activity</b>	<b>Amount (Per Year excl GST)</b>
Pipeline Corridor and Embankments	Removal of woody vegetation.	
		Lump Sum Per Year (ex GST) \$

**SEPARABLE LUMP SUM PORTION 3**

Location / Area of Work	Work Type / Activity	Amount (Per Year excl GST)
Cross Connection 1 and Mulgoa Road	Blackberry Eradication	
Littlefields Rd and Northern Road	Blackberry Eradication	
Luddenham Road and Mamre Road	Blackberry Eradication	
Littlefields Road and Northern Road	Bamboo Control	
All 4 sites	Maintenance for 12 Months	
Lump Sum Per Year (ex GST)		\$

**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 after the contract period of February 2012 to January 2015 by notifying the Contractor of its intention in writing at least 28 days before the Date for Completion.

**CPI ADJUSTMENTS**

The Contractor must hold its Fee and Rates quoted in Schedule of Rates and Lump Sum Items **FIRM FOR THE FIRST TWO YEARS** of the Contract Term of February 2012 to January 2015.

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)

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.

## SCHEDULE OF RATES FOR NON ROUTINE WORKS

The Tenderer shall complete the table below by inserting in the 'Rate' column the tendered rates.

<i>Item No.</i>	<b>Description</b>	<b>Unit</b>	<b>Rate (\$ ex GST)</b>
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	

\* The contractor may specify more equipment or personnel in this table.

**3 SCHEDULE OF PRICES - LUMP SUM – NOT USED**

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**4 SCHEDULE OF TECHNICAL DATA – NOT USED**

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**5 SCHEDULE OF QUALITY MANAGEMENT INFORMATION – NOT USED**

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Signed for the Tenderer by: ..... Date:.....

Name (in block letters): ..... (Authorised Officer)

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

## 6 SCHEDULE OF OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT INFORMATION

(SUBMIT WITH TENDER FORM)

Provide documents and information indicated below in accordance with Conditions of Tendering clause **Occupational health and safety management.**

### **Accreditation of OHS Management System**

Submit a copy of a letter from a NSW Government Construction Agency evidencing that the Tenderer's OHS Management System has been accredited as complying with the NSW Government *Occupational Health and Safety Management Systems Guidelines 4<sup>th</sup> Edition (OHSM Guidelines)*.

Alternatively, submit a statement confirming that the Tenderer's OHS Management System will be revised to comply with the *OHSM Guidelines* and submitted to the Department of Services, Tecnology & Administration for accreditation within 2 weeks after the close of tenders.

### **Evidence of satisfactory OHS management**

Nominate at least three contracts/projects completed within the last two years that demonstrate successful management of occupational health and safety by the Tenderer:

Client	Name & location of contract <i>Eg. Sutherland Hospital Carpark; Dubbo Water Treatment Plant; Tamworth Coles shopping Centre; 3 Storey Unit Block, Penrith.</i>	Contract Price/ Project Value	Start Date	Completion Date

Submit the following additional information for each of three contracts/projects selected from the above list:

- a. a client referee report (which may be a NSW Government agency Contractor Performance Report) commenting on the Tenderer's performance in relation to occupational health and safety management, identifying the referee's name, position, organisation and telephone and email contact details; **or**
- b. a third party audit report or internal audit report; **or**
- c. a site safety inspection report; **or**
- d. a Safety Management Plan; **or**
- e. three Safe Work Method Statements; **or**
- f. minutes of three Toolbox meetings.

### **Recent OHS prosecutions and fines**

Provide:

- a statement confirming that the Tenderer is not in default of any fine issued for a breach of the OHS legislation; **AND**

Signed for the Tenderer by: ..... Date:.....

Name (in block letters): ..... (Authorised Officer)

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

*TENDER SCHEDULES*

- details of every OHS prosecution and fine imposed on the Tenderer in Australia during the last two years, together with a description of actions taken by the Tenderer in response to each prosecution and fine; or
- a statement that the Tenderer incurred no prosecutions or fines during the last two years.

Hazardous substances Submit details of proposed:

- i) methods for surveying for hazardous materials;
- ii) methods for handling and removal from the Site of hazardous materials; and
- iii) Consultants and Subcontractors and licence details.

**Demolition**

For each item to be demolished, submit details of the proposed method of demolition including:

- i) plant and equipment to be used;
- ii) protection of the Site including, but not limited to, protection of any items specified; and
- iii) arrangements, including details and extent of protective hoardings, for the protection of the public and property adjoining the Site.

**Occupational Health and Safety Management Monthly Report**

The Tenderer undertakes, if awarded the Contract, to provide Monthly OHS Management Reports as described in Preliminaries clause **Occupational Health and Safety Management**.

**Client 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 checked="" type="checkbox"/>
Asbestos	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hot Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Biological	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hydraulic Pressure	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Confined Space	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Manual Handling	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Signed for the Tenderer by: ..... Date:.....

Name (in block letters): ..... (Authorised Officer)

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

*TENDER SCHEDULES*

Cross-Business Interface	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Moving Machinery	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dangerous Goods	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Multiple Contractors	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Demolition Activity	<input type="checkbox"/>	<input checked="" 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 checked="" 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 checked="" type="checkbox"/>
Dark	<input type="checkbox"/>	<input type="checkbox"/>	Toxic Materials	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Night	<input type="checkbox"/>	<input type="checkbox"/>	Traffic and Vehicles	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Excavation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Trapped Heat	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fire and Explosion	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Underground Activity	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Flooding and Overflow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Underground Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas, Fumes and Foul Air	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Waste Disposal/Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hazardous Equipment	<input checked="" 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"/>

**Hazard Control Plan**

Signed for the Tenderer by: ..... Date:.....

Name (in block letters): ..... (Authorised Officer)

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

*TENDER SCHEDULES*

(SUBMIT WITH TENDER FORM)

- (a) The Tenderer shall identify control measures to address the key hazards nominated by SCA in the Client Hazard Risk Identification above.
- (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.

<b>Hazard</b>	<b>Control Measures</b>	<b>Hazard Risk Rating (1 High, 2 Medium, 3 Low)</b>
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		
Working within wet or boggy areas		

Signed for the Tenderer by: ..... Date:.....

Name (in block letters): ..... (Authorised Officer)

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

## 7 SCHEDULE OF ENVIRONMENTAL MANAGEMENT INFORMATION

(SUBMIT WITH TENDER FORM)

Provide the documents and information specified below in accordance with Conditions of Tendering clause **Environmental management**.

### Recent prosecutions and fines

Submit:

- a statement confirming that the Tenderer is not in default of any fine issued for a breach of environmental legislation; **and**
- details of every prosecution and fine incurred by the Tenderer during the last two years under the *Protection of the Environment Operations Act 1997 (POEO Act)* or other Australian environmental legislation, together with a description of the actions taken by the Tenderer in response to each prosecution and fine; **or**
- a statement that the Tenderer incurred no prosecutions or fines under environmental legislation during the last two years.

### Evidence of satisfactory environmental management

Nominate at least three contracts/projects, for work of comparable nature to the Works and completed within the last two years, that demonstrate successful environmental management by the Tenderer:

Client	Name & location of contract <i>Eg. Concord Hospital Carpark; Dubbo Water Treatment Plant; Tamworth Coles shopping Centre; 3 Storey Unit Block, Penrith.</i>	Contract Price/ Project Value	Start Date	Completion Date

- Submit a copy of an Environmental Management Plan implemented by the Tenderer for a contract/project, similar in type and value to this Contract, that was completed within the last two years

### Environmental management objectives and measures

- Submit details of:
- environmental management objectives proposed for the work under the Contract;
- key environmental management actions proposed for the work under the Contract; and
- the persons who will be responsible for managing the actions proposed.

Signed for the Tenderer by: ..... Date:.....

Name (in block letters): ..... (Authorised Officer)

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

## 8 SCHEDULE OF FINANCIAL ASSESSMENT INFORMATION

---

(SUBMIT WHEN REQUESTED BY PRINCIPAL OR FINANCIAL ASSESSOR)

Provide documents and information listed below in accordance with Clause Conditions of Tendering **Financial assessment.**

1. Financial Statements for last three years for the entity under consideration, including:
  - i) Balance Sheets;
  - ii) Profit and Loss Statement;
  - iii) detailed Profit and Loss Statement;
  - iv) statement of Cash Flows;
  - v) notes to and Forming Part of the Accounts;
  - vi) an Accountant's Report; and
  - vii) where existing, Auditor's Reports.

Consolidated accounts of a parent organisation or group to which the entity belongs are not acceptable.
2. Where latest financial statement is more than 6 months old, the latest management report showing:
  - i) a trading statement;
  - ii) a profit and loss statement; and
  - iii) a trial balance.
3. Where the company is required to lodge audited financial statements with ASIC, copies of these statements for the last three years.
4. Where any financial statement supplied is not audited, copies of the entity's tax returns for last three years.
5. A letter from the Tenderer's banker providing details of overdraft and guarantee facilities including:
  - i) Bank, Branch, and Account Names,
  - ii) type and limit of bank overdraft facility,
  - iii) type and limit of bank guarantee facility,
  - iv) current bank overdraft balance,
  - v) number and amount of bank guarantees outstanding; and
  - vi) details of other bank funding facilities available to the Tenderer, such as term loans, lines of credit, commercial bills and other debt instruments.
6. Current and projected cash flows for all work on hand.
7. Forecast budget for forthcoming financial year including Revenue and Profit and Loss.
8. Names and contact numbers of:
  - i) major suppliers; and
  - ii) major subcontractors.
9. Details relating to the Tenderer's history and Directors Profiles.

Signed for the Tenderer by: ..... Date:.....

Name (in block letters): ..... (Authorised Officer)

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

TENDER SCHEDULES

**9 SCHEDULE OF INDUSTRIAL RELATIONS INFORMATION – NOT USED**

**10 SCHEDULE OF ABORIGINAL PARTICIPATION INFORMATION – NOT USED**

**11 SCHEDULE OF TENDERER'S PAST EXPERIENCE IN CARRYING OUT SIMILAR WORK**

---

**(SUBMIT WITH TENDER FORM)**

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:

<b>Client</b>	<b>Nature of Services</b>	<b>Contract Value (\$)</b>	<b>Contract Period (and start/end date)</b>	<b>Referee Name and Phone No.</b>

Signed for the Tenderer by: ..... Date:.....

Name (in block letters): ..... (Authorised Officer)

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



**13 NOMINATED SUBCONTRACTORS**

(SUBMIT WITH TENDER FORM)

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.

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

Signed for the Tenderer by: ..... Date:.....

Name (in block letters): ..... (Authorised Officer)

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

**14 PROGRAM AND WORK METHODOLOGY**

---

**(SUBMIT WITH TENDER FORM)**

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

---

Signed for the Tenderer by: ..... Date:.....

Name (in block letters): ..... (Authorised Officer)

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

**15 UNDERTAKING TO COMPLY WITH THE NSW GOVERNMENT CODE OF PRACTICE FOR PROCUREMENT .**

---

**(SUBMIT WITH TENDER FORM)**

The Tenderer, if awarded the Contract, will comply with the NSW Government *Code of Practice for Procurement*.

Signed for the Tenderer by: ..... Date:.....  
Name (in block letters): ..... (Authorised Officer)  
In the Office Bearer capacity of: .....

**END OF SECTION –TENDER SCHEDULES**

**SPECIFICATION**



# 1 GENERAL CONDITIONS OF CONTRACT AND ANNEXURE

THERE ARE 21 PAGES IN THIS SECTION

## GENERAL CONDITIONS OF CONTRACT - MINOR WORKS

---

### 1. DEFINITIONS

- 1.1 The Principal is as stated in the Annexure.
- 1.2 The Principal's Representative is as stated in the Annexure.
- 1.3 The Principal's Agent is as stated in the Annexure.
- 1.4 The Works means the whole of the work to be carried out and materials and services to be provided under the Contract.
- 1.5 The Contract Sum means:
- (a) where the Principal accepted a lump sum, the lump sum;
  - (b) where the Principal accepted rates, the amount calculated by firstly multiplying the rates by their respective quantities in the schedule of rates and then adding those products;
- but excluding any additions or deductions which are made under the Contract.
- 1.6 day means calendar day.
- 1.7 Site means the lands and other places made available to the Contractor by the Principal for the purpose of the Contract.

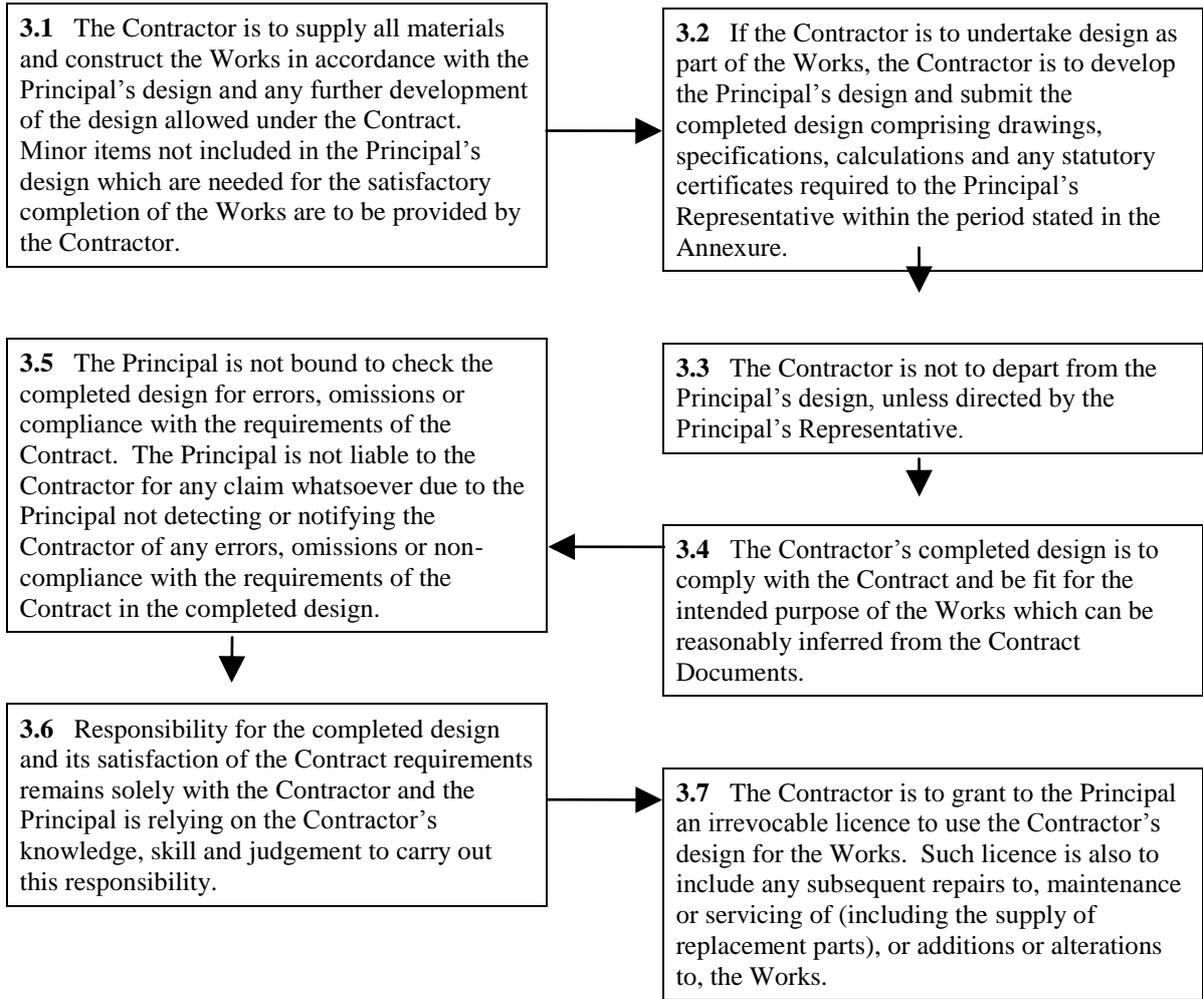
### 2. CONTRACT

2.1 The written agreement between the Principal and the Contractor for the performance of the Works, including all documents and parts of documents to which reference may properly be made to determine the rights and obligations of the parties (the Contract Documents) shall evidence the Contract.

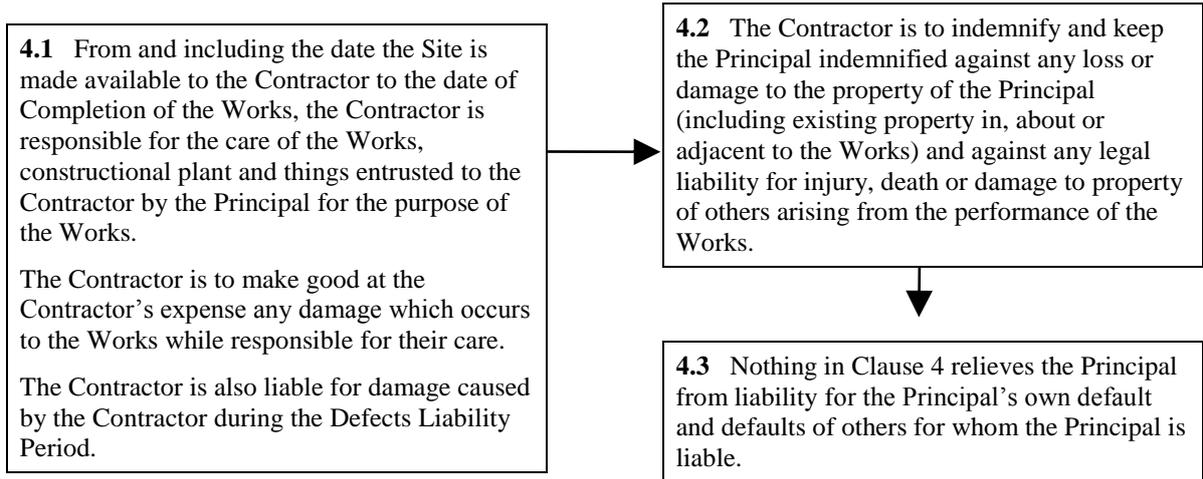
2.2 The Contract Documents shall be taken as mutually explanatory and anything contained in one but not in another shall be treated as if contained in all.

2.3 If the Contractor finds any discrepancy, error or ambiguity in or between the Contract Documents, the Contractor is to inform the Principal's Representative before starting such work and follow the directions given by the Principal's Representative.

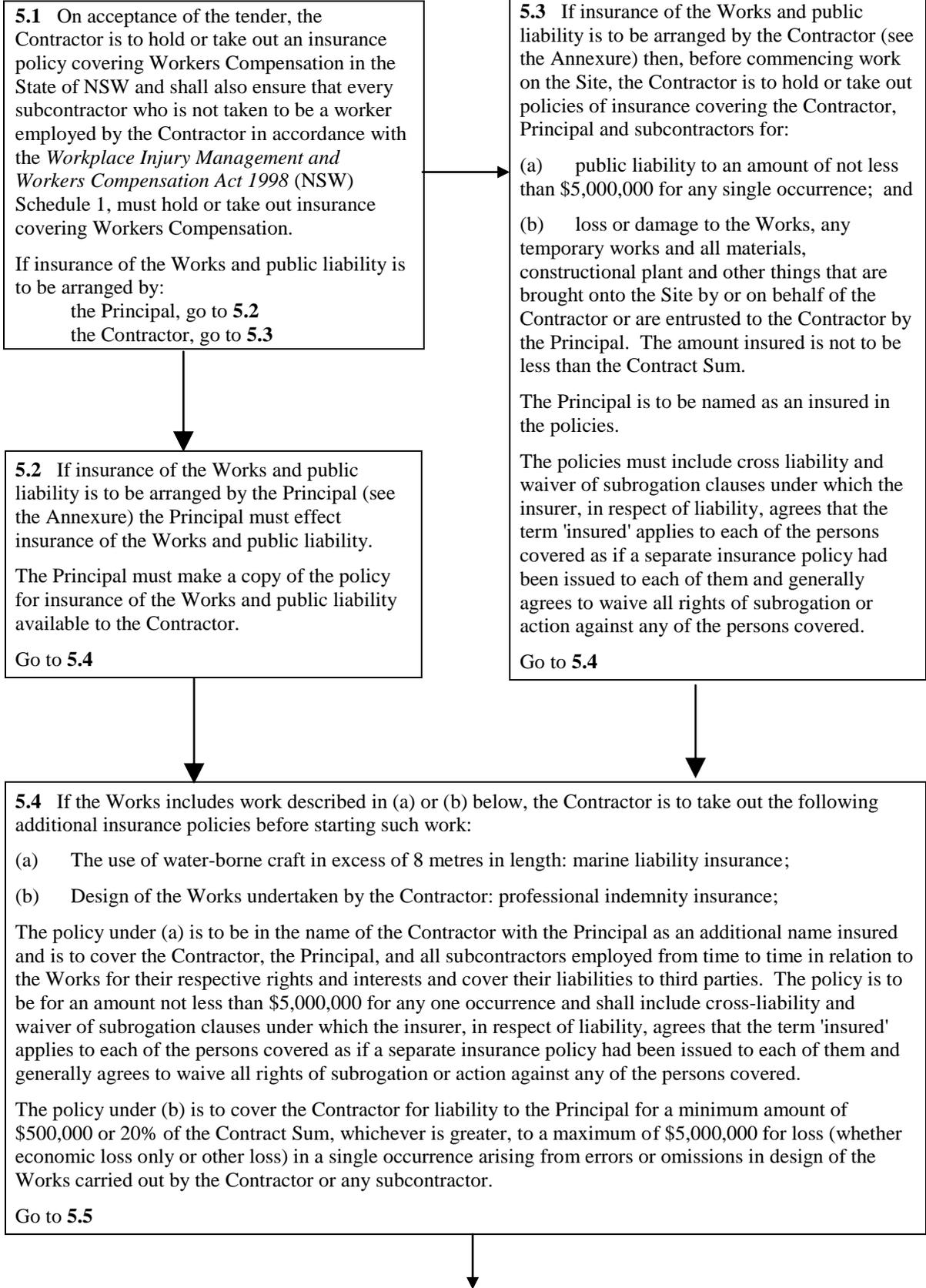
**3. DESIGN AND CONSTRUCTION**



**4 CARE OF THE WORKS AND OTHER PROPERTY**



**5. INSURANCE**



↓

**5.5.** The required policies are to be with insurers and in terms approved by the Principal's Representative. Approvals will not be unreasonably withheld.

↓

**5.6** The Contractor is responsible for making and managing claims and meeting the costs of any deductibles.

↓

**5.7** The Contractor is to maintain all required insurance policies until the end of the Defects Liability Period, or Completion if there is no Defects Liability Period.

↓

**5.8** If, when required in writing by the Principal to do so, the Contractor fails to produce evidence of having paid insurance premiums and other compliance with insurance obligations under General Conditions of Contract Clause 5, to the satisfaction of the Principal, the Principal may effect or maintain the insurance and pay any premiums. The Contractor is to pay the Principal the amount of any premiums paid by the Principal plus an amount of \$250 to cover the Principal's costs.



**6 SITE AND POSSESSION**

**6.1** The Principal is to give the Contractor possession of the Site by the time stated in the Annexure.

**6.2** The Principal is to give the Contractor sufficient possession to allow the Contractor to perform the Works but is not required to give the Contractor sole or uninterrupted possession of or access to the Site.

**6.3** The Contractor is to begin work on the Site as soon as practicable after being given possession of the Site by the Principal.

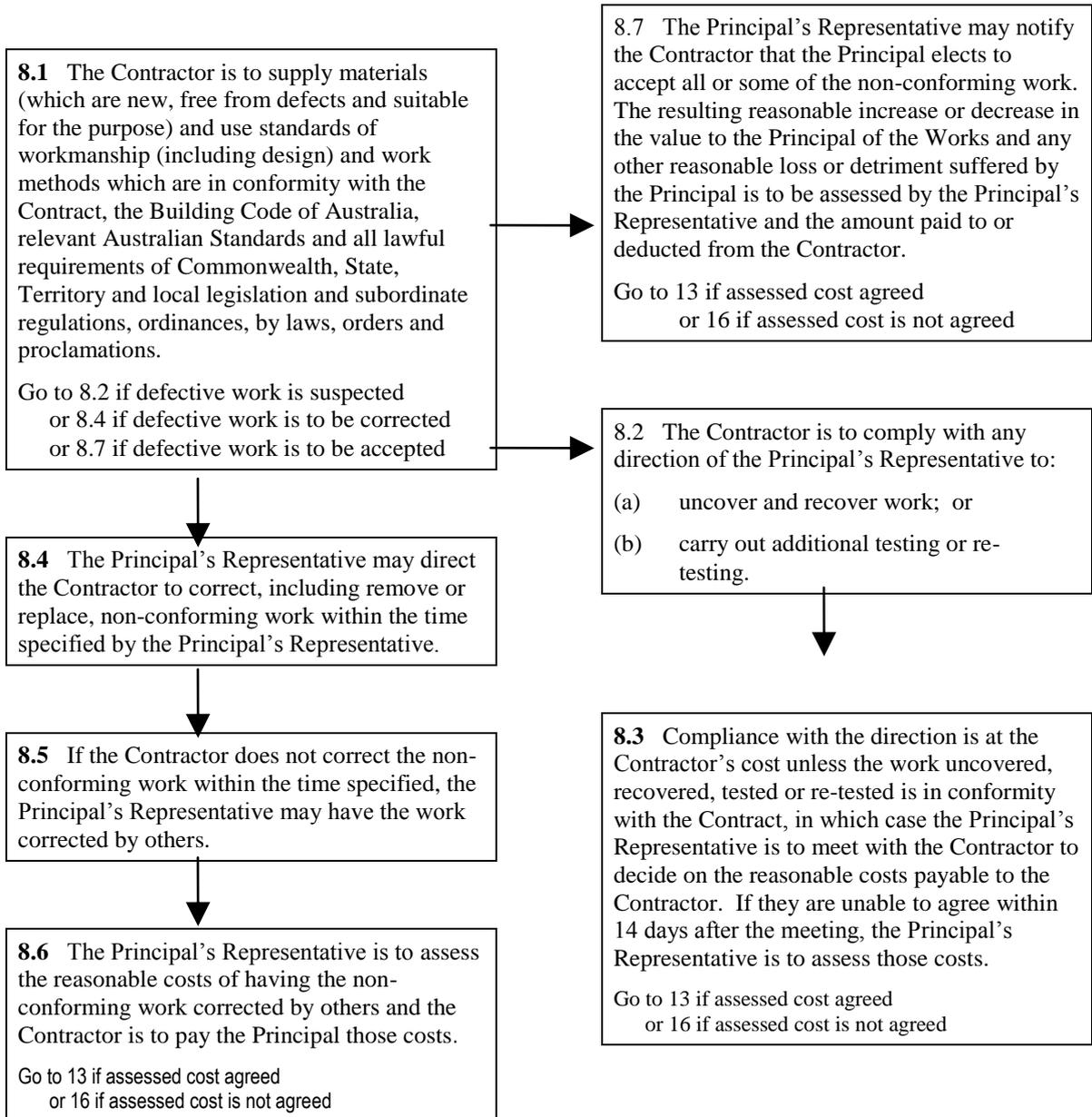
**6.4** The Contractor is to give the Principal's Representative, agents and contractors reasonable access to the Site for any purpose.

**7. SITE CONDITIONS**

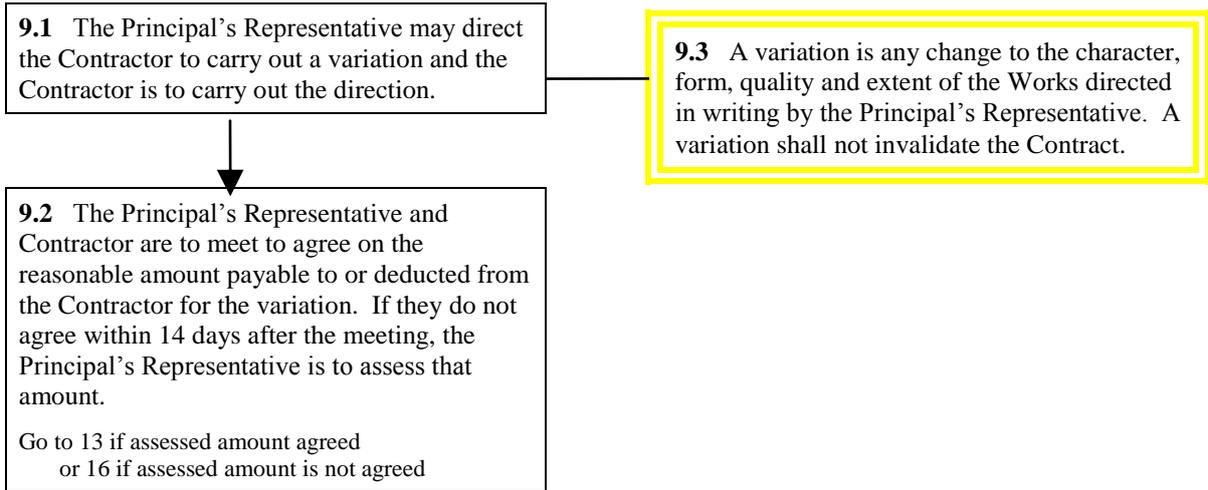
**7.1** If the Contractor discovers that the conditions on, about or below the Site differ from what ought to have reasonably been anticipated at Tender time the Contractor is to inform the Principal's Representative immediately and, where possible, before the conditions are disturbed.

**7.2** The Contractor is not entitled to any extra payment for the different Site conditions. If the different conditions are such that the Principal's Representative directs the Contractor to carry out a variation, the procedure in Clause 9 is then to be followed.

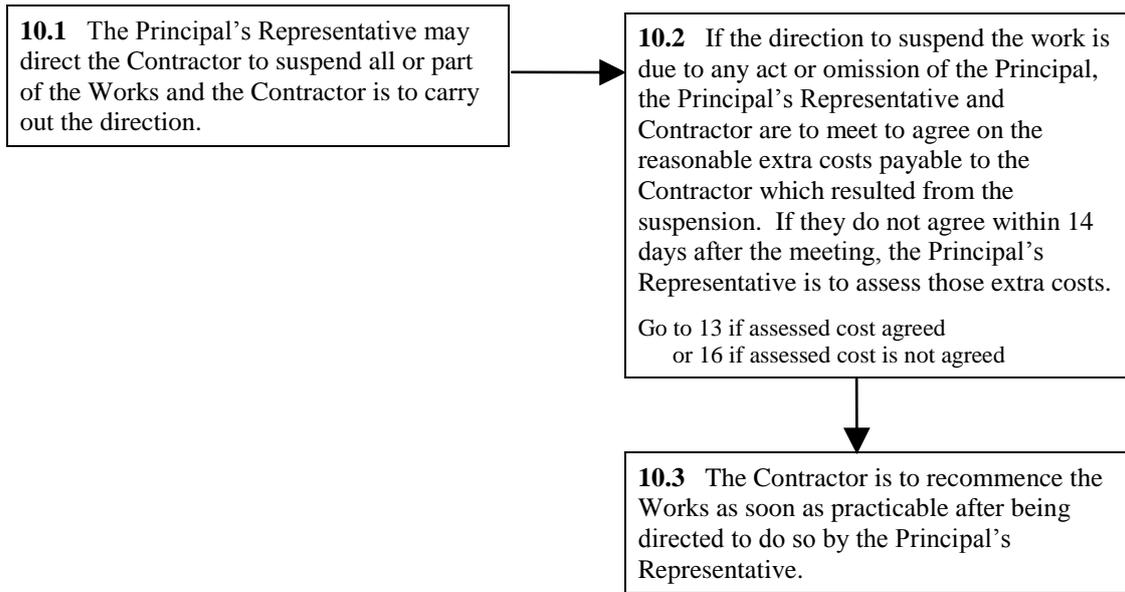
**8. NON-CONFORMING WORK**



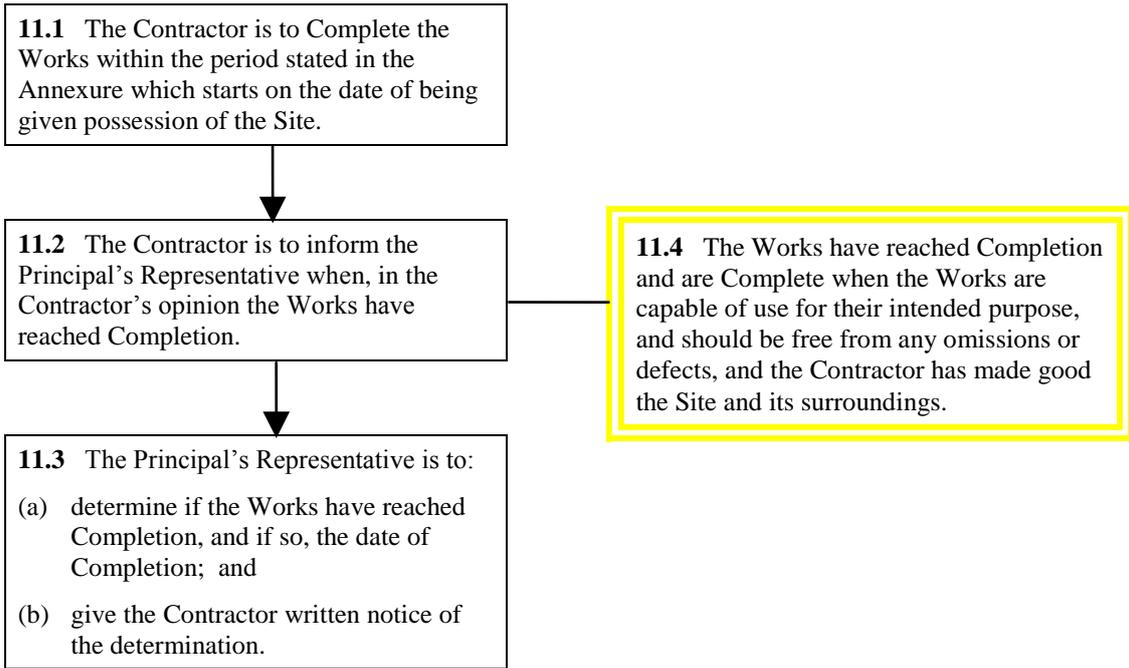
**9. VARIATIONS**



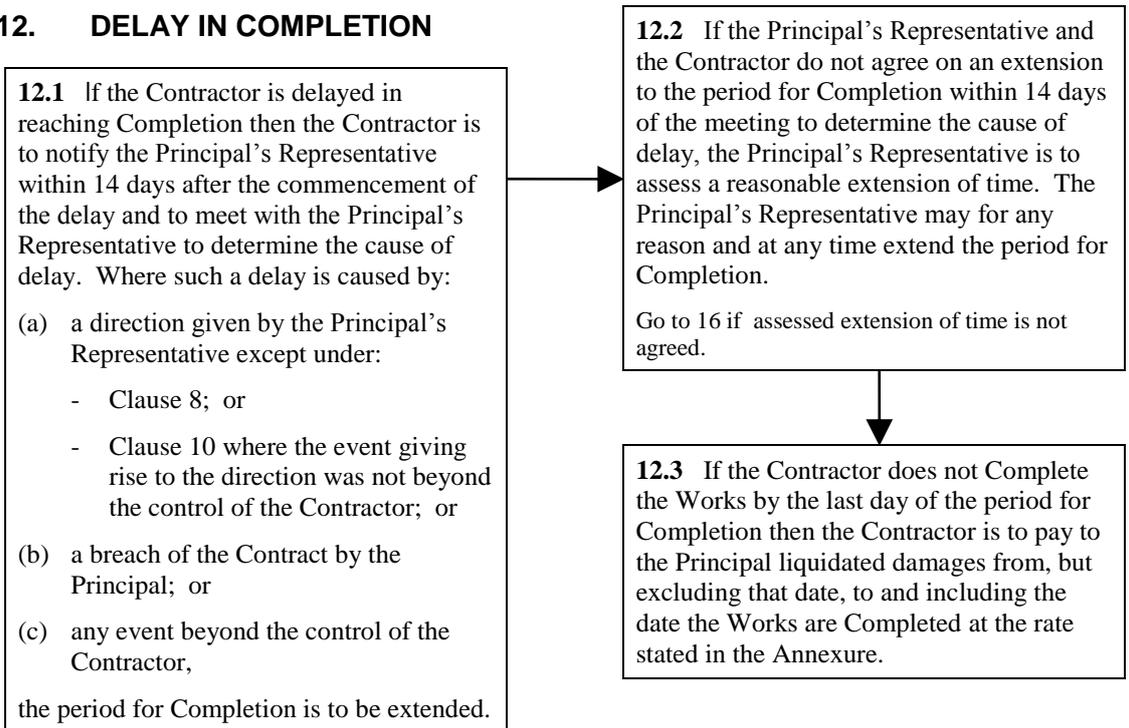
**10. SUSPENSION**



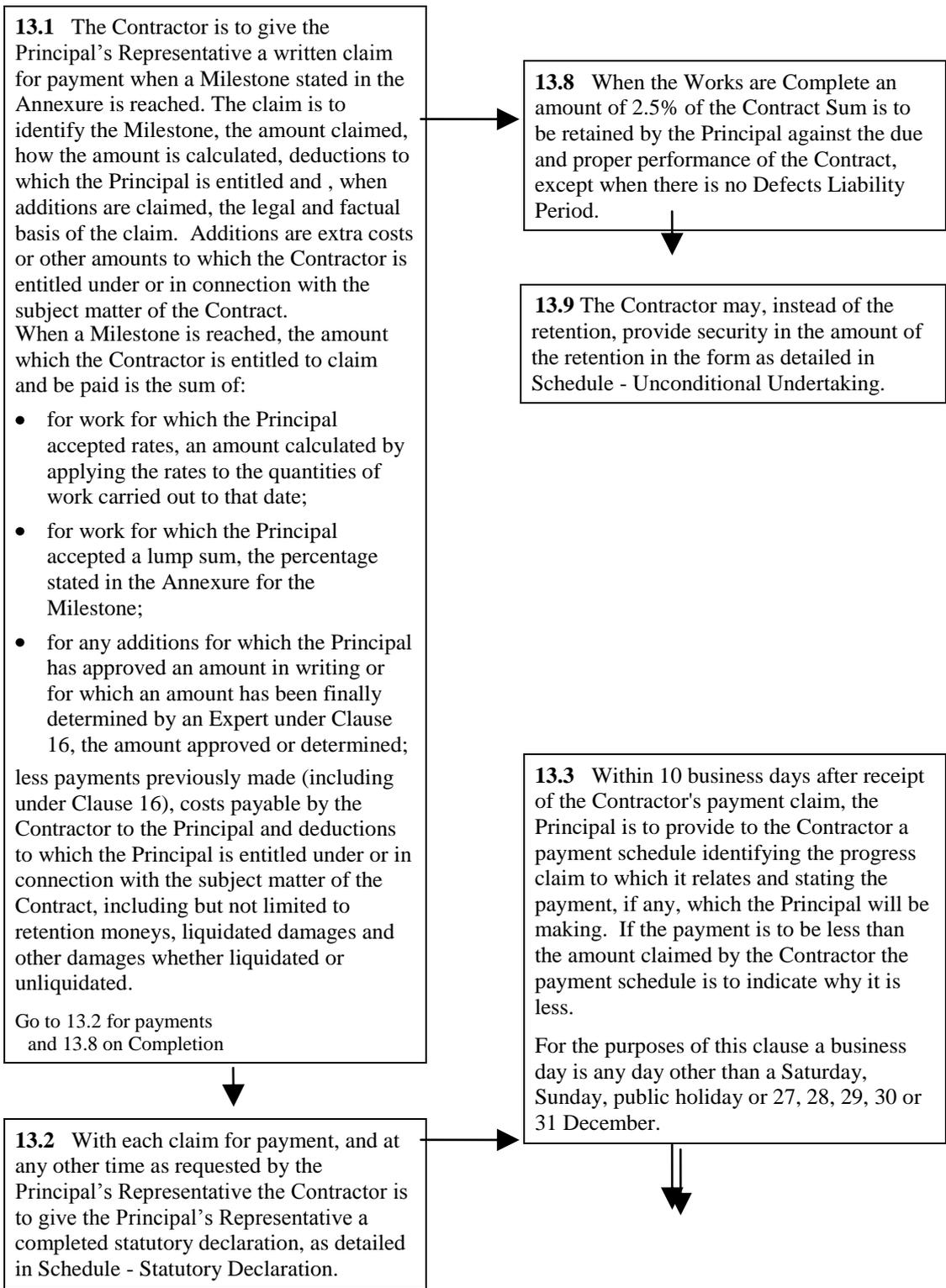
**11. COMPLETION OF THE WORKS**



**12. DELAY IN COMPLETION**



**13. PAYMENT AND RETENTION**



**13.4** Any claim by the Contractor on the Principal is to be made within 28 days after the date of the Principal's Representative's written notice of Completion under Clause 11.3. All claims whatsoever by the Contractor against the Principal made after that time are barred.

However, if the Contract includes a Defects Liability Period, and the Contractor has a claim against the Principal under Clause 14.4 or because of an event which occurred during the Defects Liability Period, the Contractor may make that claim up to 28 days after the end of the Defects Liability Period. If the claim is made after that time it is barred.

**13.5** Payment is to be made:

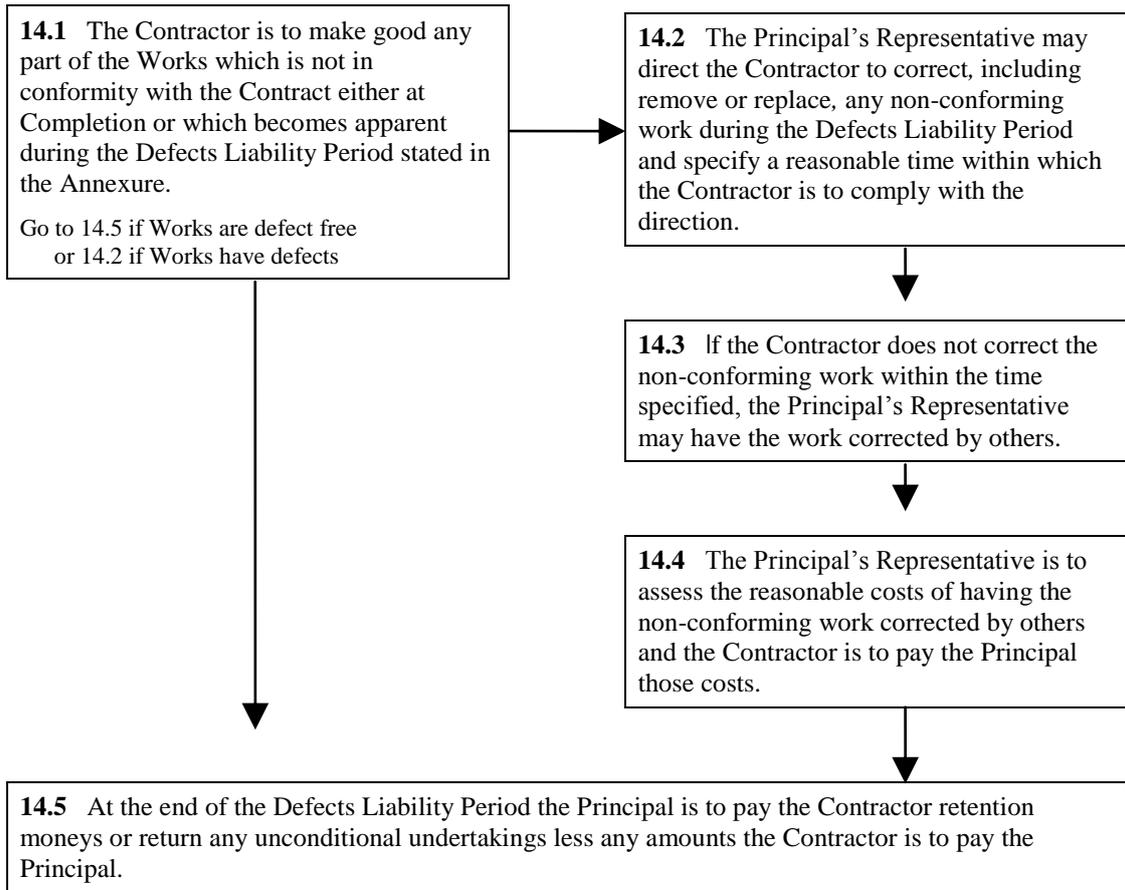
- within 20 business days after receipt of the Contractor's written payment claim; or
- within 5 business days after the statutory declaration is received; or
- by the specified time after any action required prior to payment has been carried out,

whichever is the latest. If the Contractor breaches Clause 13.2, the Principal is not obliged to make any payment to the Contractor while the breach continues.

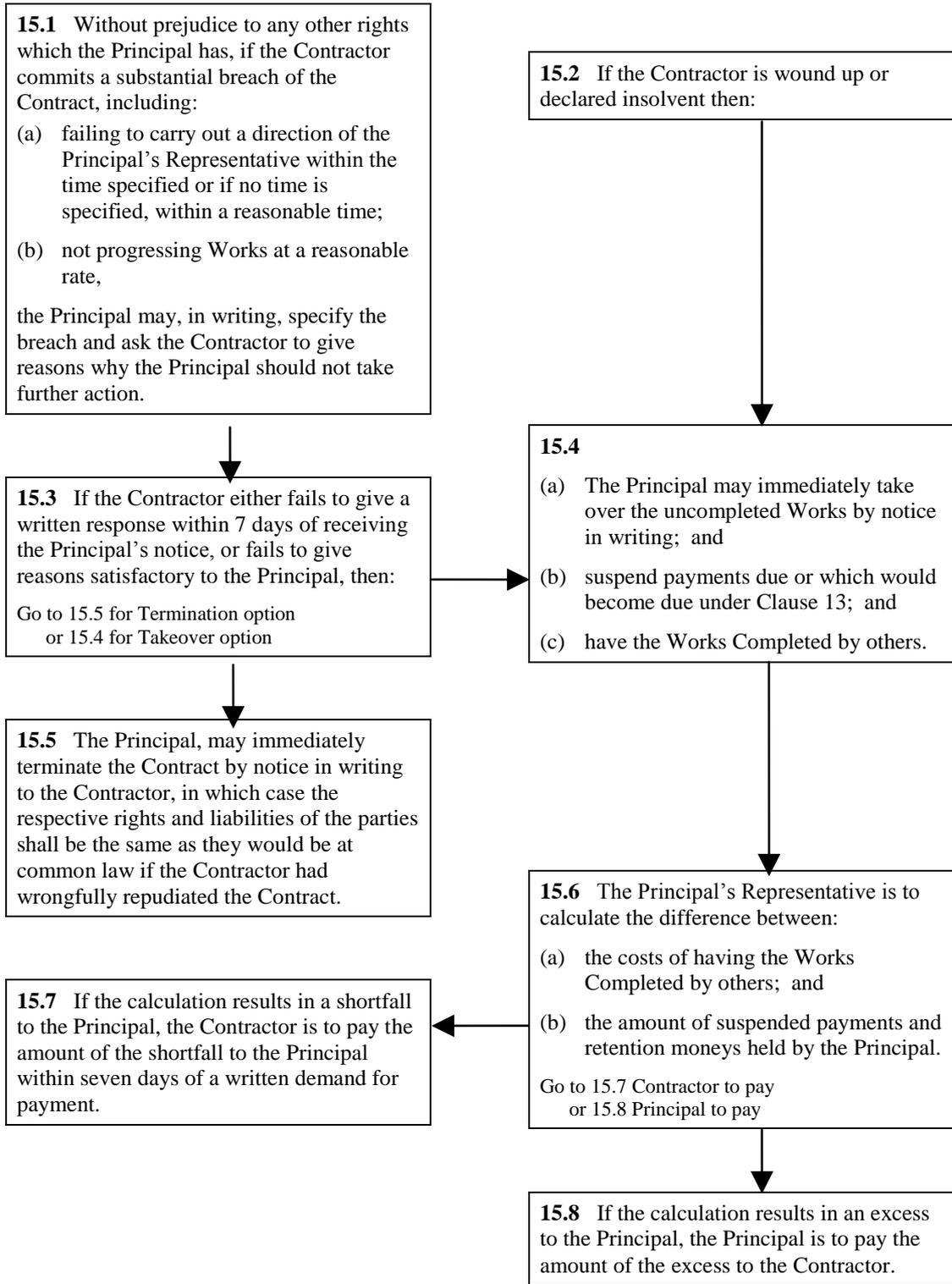
**13.6** Unless stated otherwise, all payments by the Principal to the Contractor are to be made by Electronic Funds Transfer to a bank, building society or credit union account nominated by the Contractor. No payment is due to the Contractor until details of the nominated account (name of financial institution, account name and account number) are notified in writing to the Principal's Representative. The Contractor is to promptly notify the Principal's Representative in writing of any changes to the nominated account and the Principal is not responsible for any payments made into a previously nominated account before notification of such change is received by the Principal's Representative.

**13.7** Payment is not evidence of the value of work or an admission of liability or that the work is satisfactory but is a payment on account only.

**14. DEFECTS LIABILITY PERIOD**



**15. DEFAULT AND INSOLVENCY**



**16. DISPUTES**

**16.1** If either party is dissatisfied with an act or omission of the other party in connection with the Contract, including assessment of a claim, failure to agree, or an instruction, that party is to notify the Principal's Agent and the other party in writing of a dispute within 14 days of the act or omission. The notifying party is to provide particulars, including the factual and legal basis of any claimed entitlement.

If a party gives notice of a dispute but not within the time provided by this Clause 16.1, then it is not entitled to interest for the period before the party gave notice.

**16.2** Within 7 days of the giving of the notice, the Contractor and Principal's Agent are to meet to attempt to resolve the dispute.

**16.3** If the dispute is not resolved within 14 days after the notice providing particulars of the dispute, the parties are to appoint an independent Expert.

If the parties fail to agree upon an Expert, either may request the Chief Executive Officer of the Australian Commercial Disputes Centre Ltd Sydney to nominate an Expert. If there is no Chief Executive Officer or the Chief Executive Officer fails to make a nomination within a reasonable time, the Principal is to nominate an Expert.

**16.4** The person nominating the Expert is not to nominate:

- an employee of the Principal or Contractor,
- a person who has been connected with the Contract, or
- a person upon whose appointment the Principal and the Contractor have previously failed to agree.

**16.5** When the person to be the Expert has been agreed on or nominated, the Principal, on behalf of both parties is to appoint the expert in writing, with a copy to the Contractor, setting out:

- the dispute being referred to the Expert for a decision,
- the Expert's fees,
- the procedures detailed in this Clause 16, and
- any other matters which are relevant to the engagement.

**16.6** The Principal and the Contractor are to share equally the Expert's fees and out-of-pocket expenses, including security deposit if required. Each party is to otherwise bear their own costs and share equally any other costs of the process.

**16.7** Each party is to make written submissions to the Expert and provide a copy to the other party as follows:

- (a) Within 7 days after the appointment of the Expert, the notifying party is to submit details of the claimed act or omission.
- (b) Within 14 days after receiving a copy of that submission, the other party is to submit a written response. That response can include cross-claims.

**16.8** The Expert is to decide whether the claimed event, act or omission did occur and, if so:

- when it occurred,
- what term of the Contract or other obligation in law, if any, requires the other party to pay the claimant money in respect of it, and
- the merits in law of any defence or cross-claim raised by the other party.

The Expert then decides the amount, if any, which one party is legally bound to pay the other on account of the event, act or omission.

The Expert is also to decide any other questions required by the parties, as set out in the dispute referred to the Expert at Clause 16.5.

**16.9** In making the decision, the Expert acts as an expert and not as an arbitrator and is:

- (a) not liable for acts, omissions or negligence;
- (b) to make the decision on the basis of the written submissions from the parties and without formalities such as a hearing;
- (c) required within 35 days of appointment to give the decision in writing, with brief reasons, to each party; and
- (d) bound by the rules of natural justice.

**16.10** If the Expert decides that one party is to pay the other an amount exceeding \$250,000 (calculating the amount without including interest on it), and within 14 days of receiving the decision of the Expert, either party gives notice in writing to the other that the party is dissatisfied, the decision is of no effect and either party may then commence litigation.

**16.11** Unless a party has a right to commence litigation under Clause 16.10:

- (a) The parties are to treat each determination of the Expert as final and binding and give effect to it.
- (b) If the Expert decides that one party owes the other party money, that party is to pay the money within 14 days of the receiving the decision of the Expert.

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**17. TERMINATION FOR THE PRINCIPAL'S CONVENIENCE**

**17.1** The Principal may terminate the Contract by giving notice with effect from the date stated in the notice, for its convenience and without the need to give reasons. The Contractor must leave the Site by the date stated in the termination notice and remove all plant, equipment and amenities it has brought onto the Site for the construction of the Works.

If the Contract is terminated for the Principal's convenience, the Principal must pay the Contractor:

- the value of all work carried out (as determined in clause 13) up to the date of the termination notice takes effect; plus
- 2% of the difference between the Contract Sum, adjusted by any amounts agreed or assessed under clause 9.2 or finally determined under clause 16, and the total of all amounts paid and payable to the contractor for payment claims.

The payments referred to in this Clause are full compensation under this Clause, and the Contractor has no claim for damages or other entitlement whether under the Contract or otherwise.

The Contractor must, wherever possible, include in all subcontracts and supply agreements an equivalent provision to this Clause.

**SCHEDULE 1**

**APPROVED FORM OF UNCONDITIONAL UNDERTAKING**

(Clause 13.9)

**[To be submitted on a Financial Institution’s letterhead and show, at a minimum, the Financial Institution’s name and address]**

At the request of ..... ('the Contractor')  
and in consideration of ..... ('the Principal')  
accepting this undertaking in respect of the contract for  
..... ('the Contract'),  
..... ('the Financial Institution')  
unconditionally undertakes to pay on demand any sum or sums which may from time to time be  
demanded by the Principal to a maximum aggregate sum of Twenty Thousand  
Dollars(\$20,000.00)('the Sum').

The undertaking is to continue until notification has been received from the Principal that the Sum is no longer required by the Principal or until this undertaking is returned to the Financial Institution or until payment to the Principal by the Financial Institution of the Sum or such part as the Principal may require. The Principal must not assign the unconditional undertaking without the prior **written** agreement of the Financial Institution, which must not be unreasonably withheld.

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

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

DATED at ..... this day of ..... 20

.....

[Signature]

.....

[Print name of person signing the Undertaking]

.....

[Position / Title]

SCHEDULE 2

Statutory Declaration

Definitions

Oaths Act 1900 (NSW)

The Principal is .....

The Contractor is .....

ACN/ABN.....

The Contract is Contract No. ....

Contract Title.....

dated .....(Date of Contract) between the party identified as the Principal and the party identified as the Contractor.

Declaration

Full name I, .....

Address of .....

do hereby solemnly declare and affirm that:

Insert position title of the Declarant 1 I am the representative of the Contractor in the Office Bearer capacity of .....

2 I am in a position to make this statutory declaration about the facts attested to.

REMUNERATION OF CONTRACTOR'S EMPLOYEES ENGAGED TO CARRY OUT WORK IN CONNECTION WITH THE CONTRACT

3 All remuneration payable to the Contractor's relevant employees for work done in connection with the Contract to the date of this statutory declaration has been paid and the Contractor has made provision for all other benefits accrued in respect of the employees.

Relevant employees are those engaged in carrying out the work done in connection with the Contract.

Remuneration means remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees [s127(6) of the Industrial Relations Act 1996 (NSW)].

REMUNERATION OF THE EMPLOYEES OF SUBCONTRACTORS ENGAGED TO CARRY OUT WORK IN CONNECTION WITH THE CONTRACT

4 The Contractor is/is not a principal contractor for the work done in connection with the Contract, as defined in section 127 of the Industrial Relations Act 1996 (NSW).

Delete the words in italics that are not applicable.

5 Where the Contractor is also a principal contractor for work done in connection with the Contract, the Contractor has been given a written statement in its capacity of principal contractor under section 127(2) of the Industrial Relations Act 1996 (NSW) by each subcontractor in connection with that work stating that all remuneration payable by each subcontractor to the subcontractor's relevant employees for work done in connection with the Contract to the date of this declaration has been paid, and each subcontractor has made provision for all other benefits accrued in respect of each subcontractor's employees.

6 I am aware that the Industrial Relations Act 1996 (NSW) requires any written statement provided by subcontractors must be retained for at least 6 years after it

*I. GENERAL CONDITIONS OF CONTRACT AND ANNEXURE*

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was given and declare that the Contractor has accordingly made arrangements for the secure retention of the written statements.

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

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

**WORKERS COMPENSATION INSURANCE FOR WORKERS OF SUBCONTRACTORS**

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

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

**EMPLOYER UNDER THE PAYROLL TAX ACT**

- 11 The Contractor *is registered as / is not required to be registered as* an employer under the *Payroll Tax Act 2007* (NSW).
- 12 All payroll tax payable by the Contractor in respect of wages paid or payable to the relevant employees for work done in connection with the Contract to the date of this statutory declaration has been paid.
- 13 The Contractor *is / is not* a principal contractor for work done in connection with the Contract, as defined in section 17 of Schedule 2 to the *Payroll Tax Act 2007* (NSW).
- 14 Where the Contractor is also a principal contractor for work done in connection with the Contract, the Contractor has been given a written statement under section 18 of Schedule 2 to the *Payroll Tax Act 2007* (NSW) in the capacity of principal contractor in connection with that work to the intent that all payroll tax payable by each subcontractor in respect of the wages paid or payable to the relevant employees for that work done to the date of this statutory declaration has been paid.
- 15 I am aware that the *Payroll Tax Act 2007* (NSW) requires any written statement provided by subcontractors must be retained for at least 5 years after it was given and declare that the Contractor has accordingly made arrangements for the secure retention of the written statements.

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

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

**PAYMENTS TO SUBCONTRACTORS**

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

*1. GENERAL CONDITIONS OF CONTRACT AND ANNEXURE*

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

- 19 I am not aware of anything to the contrary of any statutory declaration referred to in paragraph 18 of this declaration and on the basis of the statements provided, I believe the matters set out in paragraph 18 to be true.
- 20 And I make this solemn declaration, as to the matters aforesaid, according to the law in this behalf made, and subject to the punishment by law provided for any wilfully false statement in any such declaration.

Signature of Declarant .....

declared at

Place .....

Date on.....

before me

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

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

**Notes:**

- 1. In this declaration:
  - (a) the words "principal contractor", "employee", "employees" and "relevant employees" have the meanings applicable under the relevant Acts;
  - (b) the word "subcontractor" in paragraphs 5, 6, 9, 10, 14 and 15 has the meaning applicable under the relevant Act; and
  - (c) otherwise the words "Contractor", "subcontractor", "supplier" and "consultant" have the meanings given in or applicable under the Contract.
- 2. \* The declaration must be made before one of the following persons:
  - (a) where the declaration is sworn within the State of New South Wales:
    - (i) a justice of the peace of the State of New South Wales;
    - (ii) a solicitor of the Supreme Court of New South Wales with a current practising certificate;
    - (iii) a notary public; or
    - (iv) another prescribed person legally authorised to administer an oath under the *Oaths Act 1900* (NSW); or
  - (b) where the declaration is sworn in a place outside the State of New South Wales:

*1. GENERAL CONDITIONS OF CONTRACT AND ANNEXURE*

---

- (i) a notary public; or
- (ii) any person having authority to administer an oath in that place.

## **ANNEXURE TO GENERAL CONDITIONS OF CONTRACT**

---

### **Clause**

#### **1.1**

The Principal is: » SYDNEY CATCHMENT  
AUTHORITY

#### **1.2**

The Principal's Representative is: » Kirk Newport

If no name is stated the Principal is to name the person in writing within 14 days after accepting the tender. The Principal may at any time change the person for any reason whatsoever by giving written notice.

#### **1.3**

The Principal's Agent is: » Kirk Newport

If no name is stated the Principal is to name the person in writing within 2 days of the Contractor giving written notice of a dispute under Clause 16. The Principal may at any time change the person for any reason whatsoever by giving written notice.

#### **3.2**

The period to submit the completed design is: Seven days before its use for construction.

#### **5.2 Not used**

#### **5.3**

The Contractor must arrange insurance of the Works and public liability.

#### **11.1**

**The period of Contract is: » 1/2/2012 to 31/1/2015**

#### **12.3**

The rate per day of liquidated damages is: » Not Used .

#### **13.**

The Milestones and Percentages are as below:

NOT USED

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#### **14.1**

The Defects Liability Period, which commences at Completion of the Works is: » 52 weeks

**END OF SECTION – GENERAL CONDITIONS OF CONTRACT AND ANNEXURE**

## 2 PRELIMINARIES

THERE ARE 19 PAGES IN THIS SECTION

### 1 ADMINISTRATION AND CONTRACTING

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#### 1.1 ELECTRONIC COMMUNICATIONS

The parties agree and consent that notices and communications may be by electronic communication in accordance with the *Electronic Transactions Act 2000* (NSW).

#### 1.2 USE OF QUALIFIED TRADEPERSONS

Use qualified tradepersons when completing the Works. The use of such persons shall not relieve the Contractor of liability for the fitness of the Works for the purposes required by the Contract.

#### 1.3 LONG SERVICE LEVY- NOT USED

#### 1.4 COLLUSIVE ARRANGEMENTS

The Contractor must comply with the NSW Government *Code of Practice for Procurement*, which is available on the Internet at:

[www.nswprocurement.com.au/Government-Procurement-Frameworks/Files/code\\_of\\_prac\\_curr.aspx](http://www.nswprocurement.com.au/Government-Procurement-Frameworks/Files/code_of_prac_curr.aspx)

#### 1.5 CONTRACTOR PERFORMANCE REPORTING

During the course of the Contract, the Contractor's performance may be monitored and assessed in accordance with the *Performance management system guidelines* which are available on the Internet at:

<http://www.nswprocurement.com.au/Procurement-System-for-Construction/Performance-management.aspx>

#### 1.6 EXCHANGE OF INFORMATION BETWEEN GOVERNMENT AGENCIES

The Contractor authorises the Principal and its employees and agents to make information concerning the Contractor and its performance available to other NSW government agencies and local government authorities, which may take such information into account in considering whether to offer the Contractor future opportunities for work.

The Principal regards the provision of information about the Contractor to any NSW government agency or local government authority as privileged under the *Defamation Act 2005*. The Contractor agrees that it will have no entitlement to make any claim against the Principal in respect of any matter arising out of the provision or receipt of such information.

#### 1.7 NATSPEC SUBSCRIPTION

If any of the Contractor's Documents are based on NATSPEC, then the Contractor must provide to the Principal proof of the Contractor's current NATSPEC subscription.

## 1.8 GOODS AND SERVICES TAX

All prices, rates and other amounts referred to under the Contract must include GST if it is payable.

The Principal will issue payment schedules in the form of Recipient Created Tax Invoices. The Contractor must not issue Tax Invoices in respect of the Contract.

The Principal will issue Adjustment Notes in respect of adjustment events known to the Principal. The Contractor must notify the Principal of details of any adjustment event not known to the Principal.

Each party warrants it is registered for GST at the time of entering into the Contract, and must notify the other party if it ceases to be registered for GST or to satisfy any requirements for the issue of Recipient Created Tax Invoices.

## 1.9 PASSING OF PROPERTY AND RISK

Unless otherwise provided, items supplied by the Contractor become the property of the Principal when unloaded as required in the Contract. Such items remain at the risk of the Contractor until property therein passes to the Principal.

## 1.10 APPLICATION OF SCHEDULE OF RATES – NOT USED

## 1.11 QUALITY MANAGEMENT REQUIREMENTS

### Design Plan

Prior to commencing design work, prepare and implement a Design Plan complying with the NSW Government *Quality Management Systems Guidelines (QMS Guidelines)*, covering each phase of design and addressing the key activities.

The *QMS Guidelines* are available on the Internet at:

<http://www.nswprocurement.com.au/Procurement-System-for-Construction/Reference-material/Procurement-Guideline-Documents.aspx>

### Inspection and Test Plans

Prepare and implement Inspection and Test Plans, complying with the *QMS Guidelines*, incorporating the Hold and Witness points specified in the Contract.

Submit copies of Inspection and Test Plans and checklists not less than 7 days before commencing the work to which they apply. Also submit certification that the relevant Inspection and Test Plans of Subcontractors and Consultants meet the requirements of the *QMS Guidelines*. Do not start any work before this documentation is submitted.

Give at least 24 hours notice prior to reaching a Hold or Witness point.

The Contractor must not proceed beyond a Hold point without endorsement by the Principal or its authorised representative.

The Principal, at its discretion, may inspect the work at a Witness point, but work may proceed without endorsement.

Endorsement by the Principal at a Hold or Witness point does not release the Contractor from its obligations to achieve the specified requirements of the Contract.

Surveillance (monitoring) by the Principal will apply to all work associated with the Contract.

### Conformance records

Submit copies of conformance records as applicable to the Contract.

<b>Conformance records</b>	<b>Time when records are required</b>
Completed Inspection & Test Plans and associated checklists	With each Payment Claim

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### **Failure to Comply**

If the Contractor fails to comply with the requirements of this clause, the Principal may implement such inspections and tests as the Principal determines and the cost incurred by the Principal shall be a debt due from the Contractor.

## **1.12 SECURITY OF PAYMENT**

### **General**

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

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

### **Options as to Form of Security**

Each subcontract which -

- requires the subcontractor to provide a cash security to its principal;
- allows the subcontractor’s principal to deduct retention moneys from any payment made by it to the subcontractor; or
- provides for both of the above

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

### **Trust for Cash Security and Retention Moneys**

Each subcontract shall include a provision having the effect that:

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

If the party holding security has a policy of insurance protecting subcontract payments due to the other party which is equivalent to the HIA Security of Payment Bond, then compliance with the above of this subclause is not required.

Whenever requested by the Principal to provide evidence verifying that the Contractor is holding in trust an amount which the Contractor should be holding in trust, the Contractor shall provide evidence to the reasonable satisfaction of the Principal that the amount is held in trust. If the Contractor fails to do so then, in addition to any other remedy which the Principal may have against the Contractor, the Principal may withhold an equivalent amount from payments to the Contractor.

### Payments

Each subcontract shall include:

- an obligation, which takes precedence over any inconsistent provision of the subcontract, for the subcontractor's principal to pay the subcontractor regular progress payments of 100% of the value of work, goods or services provided by the subcontractor less only retention moneys, if any, paid into the trust account referred to in subclause **Trust for cash security and retention moneys**;
- an entitlement to progress payments within the following periods after the date upon which a progress claim is lodged by the Contractor with the Principal's Representative:
  - in the case of the Contractor's subcontractors, 28 days;
  - in the case of all other subcontractors, 35 days,

Compliance with this subclause shall not prevent the Contractor from paying a subcontractor an amount in excess of that claimed from the Principal, or paying before the time stipulated in this subclause.

### Alternative Dispute Resolution

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

### Documents to be Provided to Subcontractors

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

- the provision equivalent to this Preliminaries clause **Security of Payment**; and
- the clauses relating to proof of payment of subcontractors, times for payment claims and payment and alternative dispute resolution.

### Register of Subcontracts

Maintain a register of all subcontracts which have a value of \$25,000 or greater showing brief details of the subcontract work, the name, address and telephone number of the subcontractor, and provide an up to date copy of the register when requested by the Principal's Representative.

If further requested by the Principal's Representative, provide an unpriced copy of the subcontract agreement within 14 days of such request.

## 1.13 ADDITIONAL SECURITY AND OBLIGATIONS FOR TRUSTEES

If the Contractor is a trustee:

- before commencing the Works, the Contractor must give the Principal an unconditional undertaking as security for any amount previously agreed in writing by the parties. The

unconditional undertaking must be in the form detailed in Schedule 1 **Approved Form of Unconditional Undertaking** and from a financial institution acceptable to the Principal.

- The security will be retained by the Principal against the due and proper performance of the Contract by the Contractor. Unless the Principal has made or intends to make a demand against the unconditional undertaking, the Principal will return the unconditional undertaking within 14 days after the date of Completion of the Works determined or agreed by the Principal.
- The Contractor must not prevent the Principal making any demand against the unconditional undertaking, or prevent the provider of an unconditional undertaking complying with the unconditional undertaking or any demand by the Principal, but the Contractor may seek damages if the Principal makes a demand in breach of the Contract.
- The Contractor must ensure that, for the duration of the Contract, the total value of the trust beneficiaries' loans to the trustee is always greater than the total value of trust beneficiaries' loans from the company.

### 1.14 INDUSTRIAL RELATIONS MANAGEMENT

#### **Requirement**

The Contractor must comply with the NSW Government *Industrial Relations Management Guidelines*.

Submit, before beginning work on the Site, confirmation that the Contractor will comply with the industrial relations aspects of the NSW Government *Code of Practice for Procurement* and the associated Implementation Guidelines.

#### **Failure to comply**

If at any time the Contractor has not carried out its obligations under this clause **Industrial Relations Management**, then notwithstanding any other provision of the Contract, no payment is due to the Contractor until the 7<sup>th</sup> day after the required action has been carried out.

### 1.15 ABORIGINAL PARTICIPATION – NOT USED

### 1.16 PROTECTION OF CHILDREN AND OTHER VULNERABLE PEOPLE – NOT USED

### 1.17 AUDIT AND REVIEW

Make available, on request, all records, including those of or relating to Subcontractors or suppliers, relevant to compliance with requirements of the Contract, for the purposes of audit, review or surveillance. Provide all reasonable assistance during the audits or reviews including attendance by the Contractor.

Promptly implement effective corrective action on matters disclosed by audit or review.

## 2 SITE AND WORKS

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### 2.1 ORDER OF WORK – NOT USED

### 2.2 WORKING HOURS AND WORKING DAYS

Unless the Contract provides otherwise the Site is available to the Contractor to perform the Works between 8 am and 4 pm Monday to Friday but excluding public holidays.

The Principal's Representative may approve additional working hours or working days, subject to conditions which may include, but are not limited to:

- restrictions on the performance of work which requires supervision; and
- a requirement that the Contractor meet the costs of supervision, by or on behalf of the Principal, of work performed during the additional working hours or working days.

## 2.3 EXISTING SERVICES

### Dealing with Existing Services

Existing services (such as drains, watercourses, public utilities, telecommunications and other services) obstructing the Works or if damaged in the course of the Contract, must be dealt with as follows:

- if the service is to be continued: repair, divert, relocate as required;
- if the service is to be abandoned: cut and seal or disconnect and make safe as required;

### Cost and Delay

Where an existing service is damaged by the Contractor for any reason whatsoever, the Contractor shall bear all costs and any delays for repairing or disconnecting the service.

### Notification

Notify the Principal's Representative immediately upon the discovery of services obstructing the Works not shown in the Contract documents.

## 2.4 OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT

### Specification and Statutory Requirements

The Contractor must comply with the NSW Government *Occupational Health and Safety Management Systems Guidelines 4<sup>th</sup> Edition* (OHSM Guidelines) and all statutory requirements including, but not limited to, the *Occupational Health and Safety Act 2000* (NSW) and *Occupational Health and Safety Regulation 2001* (NSW). In the event of any inconsistency, the Contractor must comply with the statutory provisions.

### Appointment as principal contractor

The Contractor, having responsibility for the construction work at all times until the work is completed under the Contract, is appointed principal contractor and controller of the premises for the construction work under Clause 210 of the *Occupational Health and Safety Regulation 2001* (NSW), and is authorised to exercise such authority of the owner as is necessary to enable it to discharge the responsibilities of principal contractor and controller of premises imposed by the *Occupational Health and Safety Act 2000* (NSW) and Chapter 8 of the *Occupational Health and Safety Regulation 2001* (NSW).

### Design

The Contractor must ensure that systematic assessments are undertaken in carrying out any design required, that:

- identify hazards and analyse the associated risks, probability and consequences of injury or illness;
- involve consultation with appropriate people on the safe construction, use and maintenance of the designed asset;
- establish a Design Hazard Register for the designed asset to record any hazards not eliminated in the design that may impose a risk to those constructing, using or maintaining the asset.

An up to date copy of the Design Hazard Register must be provided to the Principal at the date of Completion of the Works or the date the Works are occupied or taken over, whichever is earlier.

### **Site-specific Safety Management Plan**

Develop and implement a Site-specific Safety Management Plan that complies with the *OHSM Guidelines*.

Submit the Site-specific Safety Management Plan no later than 14 days before construction work commences. Do not start construction work before a complying Site-specific Safety Management Plan has been submitted.

Ensure the following risks are covered in the Site-specific Safety Management Plan:

- use of lifting and holddown equipment

This list of risks is not exhaustive and must not be relied upon by the Contractor. The Contractor must undertake its own detailed analysis of all occupational health and safety risks under the Contract.

### **Site Safety Rules**

Develop site safety rules that are equal to or better than the following minimum set of site safety rules, include them in the Site-specific Safety Management Plan and ensure implementation.

Site safety rules must make it a condition of entry to the applicable work site that all employees and visitors comply with their provisions, including:

- **Construction OHS Induction.** All persons must display evidence of completing OHS Induction training prior to being inducted to commence work on the Site.
- **Site Induction.** All persons working on the Site must attend a Site Induction prior to entering it. Visitors may enter a work site if, either, they first attend a Site Induction, or if they are accompanied by a person who has attended a Site Induction. All persons each day must sign in and out on the Site Register.
- **Safe Work Method Statements.** Safe Work Method Statements must be prepared and used for all work activities assessed as having a safety risk.
- **Toolbox Talks.** Weekly or more regular discussions must be held with workers to consult on site safety matters.
- **Safety Helmets, Safety Footwear and Safety Vests.** Safety helmets and steel-capped safety footwear must be worn by all supervisors, employees, and visitors in the construction area at all times. The footwear must comply with AS 2210. Safety vests must be worn when moving plant is present or work is undertaken near traffic.
- **Personal Protective Equipment (PPE).** PPE, such as safety eye protection, hearing protection, safety gloves and masks and the like, must be worn when welding, drilling and with all other tasks with similar risks.
- **Accidents and Incidents.** Accidents, incidents and injuries must be reported immediately to the Contractor's and applicable subcontractor's site representative in charge.
- **Alcohol and Drugs.** The consumption of, or being under the influence of, alcohol and illegal drugs on the Site is prohibited.
- **Amenities.** Access to clean toilets and meal facilities, cool, clean drinking water, and the other requirements of the WorkCover Code of Practice *Amenities for construction work* must be provided for all persons.

## 2. PRELIMINARIES

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- **Electrical.** All electrical work and electrical plant must comply with the WorkCover Code of Practice *Electrical practices for construction work*.
- **Emergency evacuation.** Arrangements must be included in the Site Induction and clearly identified.
- **Excavations.** Barricading and signage for all excavations must be provided, with excavations 1.5 metres or more deep also to be benched, battered or shored. See the WorkCover Code of Practice *Excavation*.
- **Fire Prevention.** Fire prevention must be used by all persons on the Site. An appropriate fire extinguisher must be on hand for all welding sets and oxy acetylene work.
- **First Aid.** All persons requiring first aid treatment must contact the first aid officer who will administer the treatment and record the injury in the WorkCover Register of Injuries, including the person's name and the nature of the injury.
- **Hazardous Substances.** Chemicals and hazardous substances must be used and stored in compliance with up to date Material Safety Data Sheets (MSDS) and details recorded in the Register of Hazardous Substances.
- **Housekeeping.** Work areas must be kept clean and tidy, with rubbish and other safety hazards cleaned up promptly. All protruding nails must be removed immediately from timber.
- **Leads and Power Tools.** All leads, power tools and electrical equipment must be inspected and tagged by a qualified person prior to their use and then at monthly intervals. See the WorkCover Code of Practice *Electrical practices for construction work*.
- **Mobile Plant.** Every owner of plant must ensure plant is registered with WorkCover when required and operators are appropriately qualified. Plant must be fitted with working hazard lights/reversing lights and beepers. See the WorkCover Code of Practice *Moving Plant on Construction Sites*.
- **Overhead Power Lines.** The requirements of the WorkCover Code of Practice *Work near Overhead Power Lines* must be complied with.
- **Site Security and Public Access.** Security measures, including perimeter fencing, must be used to prevent unauthorised access to construction areas and ensure safe access and passage for all those on and adjacent to the Site. Security must comply with Clause 235 of the OHS Regulation 2001 and the WorkCover Position Paper *The requirements for fencing*.
- **Underground Services.** Prior to any underground work being carried out, services must be located using Dial Before You Dig, a services locator, potholing and the other precautions identified in the WorkCover Guide *Work Near Underground Assets*.
- **Working at Height.** Working at heights must be in accordance with WorkCover requirements, including certification of formwork and scaffolding. See the WorkCover Guide *Safe Working at Heights*.

### OHS Management Monthly Report

Submit, no later than the seventh (7<sup>th</sup>) day of each month, an OHS Management Monthly Report, detailing *Inspection, testing and servicing* activities, *Internal reviews* and *Incident management and corrective action*, and including the information listed below, as evidence of the implementation of the Site-specific Safety Management Plan during the previous month.

### Contract Details

- Contract
- Contractor

- Contractor’s representative
- Signature and Date
- Period Covered

**Implementation of Risk management (OHSM Guidelines Section 5, element 1)**

Summary of OHS inspections and reviews carried out to identify risks and hazards and ensure risk management controls are being implemented for:

- plant and equipment
- incoming products
- work site conditions
- adherence to and completeness of Risk Assessments, Safe Work Method Statements and Site Safety Rules
- work site access and exits
- personal protective equipment

**Implementation of OHS training (OHSM Guidelines Section 5, element 3)**

An up to date copy of the Induction Register and details of OHS training carried out.

**Implementation of Incident management (OHSM Guidelines Section 5, element 4)**

Details of:

- any OHS incidents or OHS issues, including non-compliance with OHS procedures and near misses
- implementation of incident management
- implementation of corrective action
- OHS statistics for entire the Contract including:

	<b>This Month</b>	<b>Total Cumulative</b>
Number of Lost Time Injuries		
Number of Hours Worked		
Number of Hours Lost Due to Injury		
Lost Time Injury Frequency Rate LTIFR		
Number of OHS Management Audits		
Number of OHS Inspections		

**Implementation of Safe Work Method Statements (OHSM Guidelines Section 5, element 6)**

An up to date copy of the register of Safe Work Method Statements, including confirmation that the principal contractor has ensured that all Safe Work Method Statements comply with the *OHS Regulation 2001* and that their implementation is being monitored.

### **Incident Reports**

Ensure compliance with the notification and other requirements of *OHS Regulation 2001* Clauses 341 and 344 for accidents, incidents and non-disturbance occurrences, including immediate notification of WorkCover where required.

Immediately notify the Principal of any accident or incident defined in *OHS Regulation 2001* Clauses 341 and 344.

Provide a written report to the Principal within twenty-four hours of the incident, giving details of the incident and evidence that notification requirements have been met.

When requested, provide an incident investigation report, including identification of the cause of the incident and corrective actions taken, in the form directed.

### **Prohibition and Improvement Notices and On-The-Spot Fines**

Immediately notify the Principal of any Prohibition and Improvement Notice (PIN) or on-the-spot fine issued by WorkCover. Provide the Principal with a copy of the PIN or fine notice and written details of the corrective action taken by the Contractor and/or the applicable subcontractor to rectify the breach and to prevent recurrence.

### **Electrical work on electrical installations**

In compliance with section 207 of the *OHS Regulation 2001*, ensure that electrical work on an electrical installation is not carried out while the circuits and apparatus of the part of the installation that is being worked on are energised, unless it is necessary to do so in the interests of safety and the risk of harm would be greater if the circuits and apparatus were de-energised before work commenced.

### **Independent Certification of Formwork**

In this clause, the terms “qualified engineer” and “formwork” have the meanings given in Clause 209 of the *OHS Regulation 2001*. “Related Entities” means businesses, one of which is owned wholly or in part by the other or that have proprietors, directors, officers, shareholders or employees in common.

Inspection and certification of formwork, if required by Clause 233 of the *OHS Regulation 2001*, must be carried out by a qualified engineer who is not a proprietor, director, officer, or employee either of the entity carrying out the formwork erection or a Related Entity to that entity. In addition, if the Contractor carries out the design of the formwork, then the qualified engineer must not be a proprietor, director, officer or employee either of the Contractor or a Related Entity to the Contractor.

If such inspection and certification are required, the Contractor and any subcontractors involved must include the inspection and certification as actions in Safe Work Method Statements for the erection and use of formwork, and they must hold points in the Contractor’s and subcontractors’ Inspection and Test Plans.

Submit formwork certification before commencing the use of the formwork. Do not use the formwork before this certification is submitted.

### **Failure to Comply**

If at any time the Contractor has not carried out its obligations under the Contract in relation to occupational health and safety management, then notwithstanding any other provisions of the Contract, no payment will be due to the Contractor until the 7<sup>th</sup> day after the required action has been carried out.

## **2.5HAZARDOUS SUBSTANCES**

### **Definition**

Hazardous Substance means a substance that is listed in the document entitled *List of Designated Hazardous Substances* published by Worksafe Australia; or a substance that fits

the criteria for a hazardous substance set out in the document entitled *Approved Criteria for Classifying Hazardous Substances* published by Worksafe Australia.

Asbestos, material containing asbestos, polychlorinated biphenyl (PCB) and lead based paints are recognised as hazardous substances. Other substances in certain situations are also considered hazardous and therefore require controlled handling. Examples are glues, solvents, cleaning agents, paints, and water treatment chemicals.

Work involving stone, rock, concrete, masonry and such materials containing silica, is work under the Contract whether explicitly identified in the Specification or not. The Contractor is responsible for the control of any hazard which may arise from the presence of silica.

### **Response to Unexpected Discovery**

If any hazardous substance not specified in work under the Contract is discovered on the Site the Contractor must suspend all work which may result in exposure to such hazardous substance and notify the Principal's Representative immediately of the type of substance and its location.

With the initial notification, or as soon as practicable thereafter, submit details, including:

- the additional work and additional resources the Contractor estimates to be necessary to deal with the substance so that work and subsequent use of the Works may proceed safely and without risk to health
- the time the Contractor anticipates will be required to deal with the substance and the expected delay in achieving Completion;
- the Contractor's estimate of the cost of the measures necessary to deal with the substance; and
- other details reasonably required by the Principal's Representative

The Contractor must, in planning and carrying out any work dealing with the substance take all reasonable steps:

- to carry out the work concurrently with other work wherever possible; and
- to otherwise minimise effects of the work on the Contractual Completion Date.

### **Responsibility For Decontamination**

Control and decontamination of any hazardous substances is the responsibility of:

- the Principal, in respect of any such substances not identified in the Contract Documents, which are discovered on the Site; and
- the Contractor, in respect of any such substances identified in the Contract Documents.

### **Decontamination By Principal**

Where the Principal is responsible for the control and decontamination of any hazardous substances, the Principal's Representative may suspend the whole or any part of the Works until the hazardous substances are isolated or removed.

### **Decontamination By Contractor**

Where the Contractor is responsible for the control and decontamination of the Site following the discovery of hazardous substances, handle, use, isolate, remove and dispose of such substances in accordance with statutory requirements.

The Environment Protection Authority or Waste Service NSW may advise of suitable disposal sites.

## 2.6 ASBESTOS REMOVAL – NOT USED

## 2.7 ENVIRONMENTAL MANAGEMENT

### Requirement

The Contractor must comply with the NSW Government *Environmental Management Systems Guidelines* available on the Internet at:

<http://www.nswprocurement.com.au/Procurement-System-for-Construction/Reference-material/Procurement-Guideline-Documents.aspx>

### Environmental Management Plan

Develop and implement an Environmental Management Plan that complies with the *EMS Guidelines*.

The Contractor may elect to complete Schedule to Preliminaries **Environmental Management Plan**, adding objectives and actions as required to suit the risks/hazards associated with the work under the Contract, and implement the completed version as the Environmental Management Plan.

Submit the Environmental Management Plan no later than 7 days before construction work commences. Do not start construction work before a complying Environmental Management Plan has been submitted.

The Environmental Management Plan must address the following risks:

- Disposal of waste materials
- Waste disposal dockets

This list of risks is not exhaustive and must not be relied upon by the Contractor. The Contractor must undertake its own detailed analysis of all environmental risks under the Contract.

### Incident reports

Ensure compliance with the notification and other requirements of the *Protection of the Environment Operations Act 1997(NSW) (POEO Act)*.

Immediately notify the Principal of any pollution incident that may cause material harm to the environment, providing evidence that notification requirements of the POEO Act have been met, where applicable.

Report immediately the details of any waste removed from the Site and not disposed of at a lawful facility.

When requested, provide an incident investigation report, including identification of the cause of the incident and corrective actions taken, in the form directed.

### Failure to comply

If at any time the Contractor has not carried out its environmental management obligations under the Contract, then notwithstanding any other provisions of the Contract, no payment is due to the Contractor until the 7<sup>th</sup> day after the required action has been carried out.

## 2.8 ECOLOGICALLY SUSTAINABLE DEVELOPMENT

### Requirement

Apply strategies to maximise the achievement of ecologically sustainable development in the design, construction and operation of the Works, including reducing pollutants, greenhouse gas emissions and demand on non-renewable resources such as energy sources and water.

### **Restricted timbers**

Do not use the following timbers or their products for work under the Contract:

- rainforest timbers, unless certification is provided that they are plantation grown;
- timber from Australian high conservation forests.

## **2.9 WASTE MANAGEMENT**

### **Requirement**

Implement waste minimisation and management measures, including:

- recycling and diverting from landfill surplus soil, rock, and other excavated or demolition materials, wherever practical;
- separately collecting and streaming quantities of waste concrete, bricks, blocks, timber, metals, plasterboard, paper and packaging, glass and plastics, and offering them for recycling where practical.

Ensure that no waste from the Site is conveyed to or deposited at any place that cannot lawfully be used as a waste facility for that waste.

### **Monitoring**

Monitor and record the volumes of waste and the methods and locations of disposal.

Submit a progress report every two months, and a summary report before Completion, on the implementation of waste management measures, including the total quantity of material purchased, the quantity purchased with recycled content, the total quantity of waste generated, the total quantity recycled, the total quantity disposed of and the method and location of disposal in the form of a *Waste Recycling and Purchasing Report* available on the Internet at:

[http://www.nswprocurement.com.au/psc/contract\\_management/cm\\_sf\\_waste\\_recycling\\_and\\_purchasing\\_report-\(1\).aspx](http://www.nswprocurement.com.au/psc/contract_management/cm_sf_waste_recycling_and_purchasing_report-(1).aspx)

With the *Waste Recycling and Purchasing Report*, submit waste disposal certificates and/or company certification confirming appropriate, lawful disposal of waste.

## **2.10 PEST CONTROL – NOT USED**

## **2.11 WORK METHOD**

If the Contract prescribes a particular work method or the Principal or Principal's Representative directs that a particular work method must be used to the exclusion of the other work methods, then that work method is part of the Contract.

Otherwise, the work method is not part of the Contract and the Contractor is free to use any work method. This is so even though, before or after acceptance of the tender, the Contractor made known to the Principal the Contractor's proposed work method and the Principal accepted or approved it.

If the work method is not part of the Contract, the fact that the proposed work method is impractical or impossible or the Contractor, with or without the approval of the Principal's Representative, uses another work method will:

- not entitle the Contractor to make a claim on the Principal;
- not be grounds for an extension of time for Completion;
- not cause the Contract to be frustrated.

## 2.12 STANDARDS - NOT USED

## 2.13 CLEANING UP

All visible external and internal surfaces, including fittings, fixtures and equipment, must be free of marks, dirt, dust, vermin and unwanted materials, at Completion.

## 2.14 PROPRIETARY ITEMS

Identification by the Principal of a proprietary item does not necessarily imply exclusive preference for that item, but indicates the required properties of the item.

The Contractor may offer an alternative to any proprietary item. Apply in writing for approval to use the alternative. The request must be accompanied by all available technical information and describe how, if at all, the alternative differs from the proprietary item and how it will affect other parts of the Works and performance of the Works.

Except to the extent that the approval, if any, of the Principal's Representative includes a contrary provision, the approval shall be deemed to include the conditions that:

- use of the alternative must not directly or indirectly result in any increase in the cost to the Principal of the Works;
- the Contractor must indemnify the Principal against any increase in costs;
- use of the alternative must not directly or indirectly cause any delay to the Works and if it does, the Contractor will compensate the Principal for any loss which the delay causes.

## 2.15 GUARANTEES

### Generally

Obtain and ensure that **SYDNEY CATCHMENT AUTHORITY** will have the benefit of warranties or guarantees as specified in the Contract or offered by suppliers, including warranties or guarantees that are obtained by, or offered to the subcontractors of the Contractor.

**2.16 SCHEDULE TO PRELIMINARIES - ENVIRONMENTAL MANAGEMENT PLAN**

(Note: Refer to Preliminaries clause – **Environmental Management** where the Contractor elects to adopt this Plan. The Contractor must complete the Environmental Management Plan by inserting contract-related requirements as necessary, or 'NA' where a particular item is not applicable.)

**IMPLEMENTATION**

<b>ENVIRONMENTAL OBJECTIVES</b>	<b>ACTION TO BE TAKEN</b>	<b>WHEN ACTION WILL BE TAKEN</b>	<b>PERSON RESPONSIBLE</b>	<b>ACTION COMPLETED</b>
<b>1. CONSERVATION OF PLANTS &amp; WILDLIFE</b>				
1.1 Protect flora and fauna	Protect existing trees and plants at and around the Site from damage unless approved by the Principal			
	Do not remove trees and plants without approval from the Principal			
	Control weeds on the Site			
	Protect birds, fish and animals at and around the Site from harm			
	Do not remove birds, fish and animals from the Site without the written agreement of the Principal			
	Do not bring birds, fish, animals and plants onto the Site without written agreement from the Principal			
	Minimise the use of pesticides and herbicides for minimal impact on the environment			
1.2 Control movement of pedestrians, materials, vehicles and plant to minimise damage to the environment	Use only designated routes for access to the Site			
	Use designated site roads and access routes for all movements on and adjacent to the Site			
	Locate compounds, and park all vehicles and plant, in designated areas on the Site			
<b>2. CONSERVATION OF RESOURCES</b>				
2.1 Design for energy efficiency	Adopt energy efficiency, environmental enhancement and waste minimisation as design criteria			
	Use low energy usage construction, fittings and appliances (including heating/cooling and lighting)			
2.2 Select materials to minimise: 1. resource use	Incorporate conservation of resources obligations into subcontracts			
	Reuse all topsoil on the Site and minimise the use of imported topsoil			
	Mulch and chip cleared vegetation as appropriate			

2. PRELIMINARIES

ENVIRONMENTAL OBJECTIVES	ACTION TO BE TAKEN	WHEN ACTION WILL BE TAKEN	PERSON RESPONSIBLE	ACTION COMPLETED
and waste 2. ozone depleting effects 3. detrimental effects on air, water, and land quality  2.3 Conserve heritage items and other physical attributes of the Site	Maximise use of materials that are recyclable or from a sustainable source			
	Use timber from sustainable managed sources only			
	Implement a strategy to reduce the quantity of waste, including minimising and recycling packaging			
	Use low water demand fittings & appliances (dual flush toilets, water conserving shower roses & taps)			
	Minimise the use of solvents, glues, paints and other materials which release odours or vapour			
	Comply with statutory requirements for conservation of heritage items			
	Manage the conservation of physical attributes of the Site, including (LIST THE ATTRIBUTES): •			
<b>3. POLLUTION CONTROL</b>				
3.1 Control discharges and emissions from vehicles and plant to minimise damage to the environment	Do not use vehicles, plant or equipment that produce excessive emissions			
	Monitor emissions from vehicles and plant			
	Do not bring vehicles or plant and equipment with hydraulic fluid, fuel or oil leaks to the Site			
	Wash down vehicles, plant and equipment only in controlled areas acceptable to the Principal			
	Prevent and clean up any spills from transport vehicles			
3.2 Prevent pollution of stormwater and adverse effects on land and vegetation by control of cleaning activities and discharges	Use only water based, non-toxic paints and use only water to clear point brushes and rollers			
	Control all run-off from cleaning activities			
	Discharge only non-toxic cleaning products generally			
3.3 Control soil erosion	Identify the existing drainage paths on the Site and protect them against siltation			
	Protect vulnerable and exposed surfaces and stockpiles against scouring			
	Install the following sediment control devices before starting construction (LIST THE DEVICES):			

2. PRELIMINARIES

ENVIRONMENTAL OBJECTIVES	ACTION TO BE TAKEN	WHEN ACTION WILL BE TAKEN	PERSON RESPONSIBLE	ACTION COMPLETED
	<ul style="list-style-type: none"> <li>•</li> </ul>			
	Monitor and manage the effectiveness of sediment control devices			
	Remove sediment control devices when no longer required			
3.4 Prevent release of soil contamination to the environment	Establish, before commencing work on the Site, in consultation with the Principal, if contaminated soil is present at the Site			
	If contaminated soil is present, manage the work to prevent release to the environment			
3.5 Manage refrigerants and other dangerous goods to meet statutory requirements	Ensure the procedures used for the charging and disposal of refrigerants and use of dangerous goods meet statutory obligations			
	Use appropriately trained employees			
	Obtain the licences required			
	Document dangerous goods identification, disposal and management, and retain the documentation			
3.6 Minimise noise and vibration impacts on neighbours, occupants and users of any facility	Comply with noise limits and conditions prescribed by the EPA, Department of Environment and Conservation and Council (as applicable)			
	Use equipment in good repair and condition			
	Use noise suppression equipment (e.g. silencers on compressors) and acoustic barriers as required			
	Do not expose workers, neighbours or visitors to excessive noise, and cooperate and coordinate with operators of any neighbouring facility			
	Do not expose people or property to excessive vibrations			
3.7 Comply with Trade Waste Licence conditions applicable to the facility	Implement procedures to avoid breaches of the Trade Waste Licence conditions (may apply to discharges from cooling water systems, condenser water systems, heating water systems, cooking facilities, engine discharges, water treated with chemicals or where large sediment loads exist)			

2. PRELIMINARIES

ENVIRONMENTAL OBJECTIVES	ACTION TO BE TAKEN	WHEN ACTION WILL BE TAKEN	PERSON RESPONSIBLE	ACTION COMPLETED
3.8 Minimise air pollution from dust and emissions	Minimise areas of exposed earth and stockpiles			
	Cover and secure materials in open transport			
	Use water sprays and/or other means to control dust			
	Keep emissions within statutory or other required limits			
	Minimise fire risks, and prevent and control fires			
3.9 Dispose of waste in accordance with statutory requirements	Implement appropriate disposal procedures for all waste items, including using lawful places for disposal, recording and reporting on the method and location of disposal and any non-conformances			
	<p><b>EITHER</b></p> <p>Provide valid disposal certificates for each applicable item</p> <p><b>OR</b></p> <p>Provide company certification of appropriate disposal of the following (LIST THE ITEMS):</p> <ul style="list-style-type: none"> <li>• Packaging materials</li> <li>• Replaced or redundant materials</li> <li>• Chemicals</li> <li>• Oils and greases from machinery, cooking and other processes</li> <li>• Paints and solvents, including those used to clean equipment, tools and brushes</li> <li>• Cleaning materials and rags</li> <li>• Materials unsuitable for re-use, including hazardous materials such as asbestos</li> </ul>			
3.10 Minimise damage to the environment from emergencies	Document emergency procedures to manage all reasonably foreseeable harm, including spills and other environmental emergencies			
	Ensure emergency procedures are followed			
	Obtain the agreement of the Principal to procedures for handling oil, chemicals and other dangerous goods before placing them on the Site, including secure storage arrangements			

2. PRELIMINARIES

ENVIRONMENTAL OBJECTIVES	ACTION TO BE TAKEN	WHEN ACTION WILL BE TAKEN	PERSON RESPONSIBLE	ACTION COMPLETED
	Re-instate and clean damaged areas and features, including work areas			
	Re-instate damaged eco-systems and features to their previous condition			
	Identify key contacts: (LIST NAMES and ROLES) •			
3.11 Comply with environmental requirements and rectify breaches	Inspect the Site daily to ensure appropriate environmental controls are in place and operating effectively, and that all environmental management requirements are being met			
	Cooperate with environmental audits by others			
	Rectify any environmental breaches identified within the time specified in an audit or by the Principal			
<b>4. RECORDS AND REPORTING</b>				
4.1 Provide sufficient documentation to demonstrate appropriate environmental management, including:	Prepare, submit and update the Environmental Management Plan			
	Maintain and submit records of environmental training			
	Report on implementation of the Environmental Management Plan			
	Submit applicable waste disposal certificates and/or company certification of appropriate disposal			
	Submit to the Principal copies of correspondence with regulators, including incident reports and notification of non-compliances or fines			
	Submit documentation evidencing that the causes of non-compliances have been corrected			
	Keep records for inspection securely filed using an effective document retrieval system			
4.2 Report environmental incidents	Immediately report all environmental incidents to the Principal			
	Immediately report environmental incidents as otherwise required			

END OF SECTION - PRELIMINARIES

### 3 SCOPE OF WORK

#### **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 the Warragamba Pipeline facility, 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 Warragamba Pipeline landscape as outlined below.

**Note:** 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.

#### **SCOPE**

This tender has three (3) separable portions of work.

#### **1 SEPARABLE PORTION 1 – ROUTINE MAINTENANCE**

For the purpose of this tender the works areas are divided into the following sections that will require the following work to be performed:

1. Warragamba Dam to Nepean river (Cross connection #1)
2. Cross Connection #1 (Nepean River) to Mulgoa Road section
3. Mulgoa Road to Vincent Road section
4. Vincent Road to Garden Hill Road section
5. Garden Hill Road to Littlefields Road section
6. Littlefields Road to Northern Road section
7. Northern Road (Cross Connection #2) to Luddenham Road section
8. Luddenham Road to Mamre Road section
9. Mamre Road to Old Wallgrove Road section
10. Old Wallgrove Road to Wallgrove Road section
11. Wallgrove Road section to Ferrers Road (Cross Connection #3) section

Each section may include (but is not limited to):

- Side boundary fences, which run fully along either side of the outer pipe corridor
- Cross over road frontage fence lines (including gates), which run adjacent with main road and cross over the pipeline. Gates are used to access these sections
- Pipeline(s) and attached assets (e.g. valves, buildings, valve pits, survey concrete pads, compounds, customer off takes etc)
- A private SCA road, which travels between and parallel to the pipelines and runs from the cross over roads at either end of the section. The road is bitumen and/or concrete, with edges either kerbed and guttered or level with the surrounding ground surface.
- Creeks, drains and water courses.

- Poles, signpost, safety guideposts, guardrails, flood level indicators, etc.
- Control valves both major and minor (part of the pipeline)
- Scour valves, attached scour pipelines and valve pits (connected to the bottom of the pipeline and leading to a discharge point)
- Anti-vacuum air valves (located on the top of the pipe at high points)
- Customer off take pipes of various sizes
- Anchor blocks, where the pipeline changes direction and/or gradient (each block is numbered – lowest number start at the Warragamba Dam end)
- Sill block and footings which support and hold the overall weight of the pipe on the ground
- Sill rings (stiffener rings) which go around the pipe, to both maintain its shape and hold it in place
- Expansion joint, located between two anchor blocks to allow for expansion and contraction of the pipe.
- Cross Connections, connecting pipes between the two pipelines to allow pipeline flows to be directed into the other pipe or stopped in times of shutdowns and dewatering sections.

**Note** - The structures, off take valves etc associated with the pipeline are identified in the aerial photos found on the CD ROM provided by the SCA.

Each section of the pipeline corridor has the following management zones:

- **Road Verge** – the area of land between the pipeline easement, as defined by the fence line, and public roads for the width of the easement.
- **Entry Area** - that area of the pipeline corridor from the front fence line to (50) meters into the easement inclusive of any structures, headwalls, cuttings and embankments.
- **Inner Corridor** - that area of the easement lying between the pipelines inclusive of all structures, headwalls, cuttings, embankments, drains, creeks bridges.
- **Outer Corridor** – that area of the easement lying between the pipelines and side fences inclusive of all structures, headwalls, cuttings, embankments, drains, creeks bridges therein.
- **Pipelines** – the area of land containing the pipelines including the land within 5 meters of the edges of the pipeline. It includes all associated support structures, valves and customer off takes.

*A diagrammatic representation of the identified areas above is attached below .*

Each management zone requires the following work:

#### Zone 1. Road Verge

- Task 1.1. grass maintenance level 1
- Task 1.2. trimming of edges along paths, kerb lines and around fixtures and fence lines within the subject areas
- Task 1.3. maintenance of vegetation along roadways, vehicle tracks, pathways and gutters
- Task 1.4. noxious weed and environmental weed management
- Task 1.5. debris and silt from drains

- Task 1.6. 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

Zone 2. Entry Area

- Task 2.1. grass maintenance level 1
- Task 2.2. trimming of edges along paths, kerb lines and around fixtures and fence lines within the subject areas
- Task 2.3. maintenance of vegetation along roadways, vehicle tracks, pathways and gutters
- Task 2.4. noxious weed and environmental weed management
- Task 2.5. debris and silt from drains
- Task 2.6. 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

Zone 3. Inner Corridor

- Task 3.1. grass maintenance level 2
- Task 3.2. trimming of edges along paths, kerb lines and around fixtures and fence lines within the subject areas
- Task 3.3. maintenance of vegetation along roadways, vehicle tracks, pathways and gutters
- Task 3.4. noxious weed and environmental weed management
- Task 3.5. debris and silt from drains
- Task 3.6. 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

Zone 4. Outer Corridor

- Task 4.1. grass maintenance level 2
- Task 4.2. trimming of edges along paths, kerb lines and around fixtures and fence lines within the subject areas
- Task 4.3. maintenance of vegetation along roadways, vehicle tracks, pathways and gutters
- Task 4.4. noxious weed and environmental weed management
- Task 4.5. debris and silt from drains
- Task 4.6. 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

Zone 5. Pipelines

- Task 5.1. grass maintenance level 1
- Task 5.2. trimming of edges along paths, kerb lines and around fixtures and fence lines within the subject areas
- Task 5.3. maintenance of vegetation along roadways, vehicle tracks, pathways and gutters
- Task 5.4. noxious weed and environmental weed management
- Task 5.5. debris and silt from drains
- Task 5.6. 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

In accordance with section 6.7.6 below.

## 2 SEPARABLE PORTION 2

This portion of work requires the contractor to undertake primary removal of woody vegetation growing within 5 meters of the outer edges of both pipelines and on the slopes of the batters/embankments adjacent to the pipelines. This work is to be undertaken along the length of the Pipeline from the Nepean River to Ferrers Road.

This work is required to be undertaken between June 2012 and August 2012 if awarded in conjunction with Portion 1 works. If awarded separately the works can commence sooner taking into consideration fire hazards during the bushfire season.

At completion of this portion, ongoing maintenance will be required to be undertaken under portion 1.

### 3 SEPARABLE PORTION 3

Primary control of Noxious Weed infestations as identified below:

- Blackberry between Cross Connection 1 and Mulgoa Road
- Blackberry between Garden Hill Road and Vincent Road
- Blackberry between Littlefields Road and Northern Road
- Blackberry between Luddenham Road and Mamre Road
- Bamboo between Littlefields Road and Northern Road

In accordance with Section 6.3.2.

Primary work will be required to be undertaken within 3 months from award of contract (February 2012 through to April 2012).

Maintenance must continue for this portion through to 31 January 2013.

## WORK SCHEDULE

### PORION 1

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

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
Road Verges, Entry Areas, Inner Corridor and Pipeline Area	Grass Maintenance, Weed Control, Road and Path Maintenance, Drain Maintenance, Inspection of fences and SCA assets.	13	Servicing will be required every 4 weeks.											
Outer Corridors	Grass Maintenance, Weed Control, Road & Path Maintenance, Drain Maintenance, Inspection of fences and SCA assets.	4	0	1	0	0	1	0	0	0	1	0	1	
Embankments	Woody vegetation management	1	0	0	0	0	1			0	0	0	0	
Buildings & Assets	Building Maintenance Asset Protection zones	4	1			1			1			1		

## 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.

### 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.

### 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.

### **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.

### **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

## **ROUTINE MAINTENANCE ACTIVITIES**

### **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.

#### **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.

### 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.

### 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.

### 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. The SCA will, where practical, provide approved anchor points.

## 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.

## 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

## 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.

## 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.

## 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.

## 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

## 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.

## 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.

Chemical use, application and procedures must comply with the *NSW Pesticides Act 1999*, the label conditions and current recommended practice.

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 and label conditions 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.

## 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.

## 5 PATHS, ROADS, ACCESS WAYS AND HARDSTAND AREAS

### 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

### 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

### 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

## 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 Dam Toe Drain V-Notch Weir Pools.

## 7 BUILDINGS AND ASSETS

### 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
- 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.

### 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.

### 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).

### 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.

### 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.

### 7.6 PIPELINES AND AQUEDUCTS

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 that have the potential to impact on the pipeline or associated infrastructure.

### 7.7 PROSPECT DAM PUDDLE TRENCH

Prospect Dam crest has a critical design feature called the Puddle Trench. This is a box section drain that is required to carry water along the entire length of the dam crest to keep the clay core wet.

All work being performed near the Puddle Trench must be done in a manner that does not impact on the shape, stability or function of the puddle trench.

Vegetation will be required to be managed routinely within the trench.

Manual removal of vegetation will be required a minimum of once per year.

## 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
- Removal of vegetation from the Canal Walls during shutdowns, including the use of chemical controls
- Removal of debris and litter from the Canal floor during shut downs
- Removal of silt from areas of the canal during shut downs, E.G.: HPR1 requires silt removal at each shut down
- 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.

**CORRIDOR DIAGRAM**

