



**MORNINGTON
PENINSULA**
Shire

Cleansing & Drainage Cleaning Services

AGREEMENT

Contract No. 2328

with

Downer Edi Works Pty Ltd

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Cleansing & Drainage Cleaning

Contract No. 2328

This agreement is made on _____ 2018

between the following parties:

1. **Mornington Peninsula Shire Council** (ABN 53 159 890 143) having its municipal office in Besgrove Street, Rosebud Victoria ('Shire'), and
2. **Downer EDI Works Pty Ltd** (ABN 66 008 709 608) of Level 10, 567 Collins Street, Melbourne, VIC 3000 ("Contractor")

Background

- A. The Shire has a requirement for a contract for services relating to the maintenance and management of the Assets.
- B. The Contractor submitted a tender for the contract and the tender was accepted by the Shire in response to a request for tender.
- C. The parties enter into this agreement to record the terms of the contract between them.

Operative provisions

Part 1 – Contract overview

1 Engagement and co-operation

- 1.1 The Shire engages the Contractor to carry out the Services on and subject to the terms of this Contract.
- 1.2 The parties agree to co-operate at all times to give effect to the Contract.

2 Contract Term

The Contract commences on the Commencement Date 1 December 2018 and continues until 30 June 2023, unless or terminated earlier in accordance with Part 16 – Default and termination.

3 Definitions and References

In this Contract, the terms defined in Annexure 1 (Definitions) have the meanings indicated in Annexure 1, unless inconsistent with the context.

A reference to a clause in which the number of the clause is preceded by the letter "A" is a reference to a clause in the Annexure indicated by the number immediately following the letter "A".

4 Objectives

4.1 The Shire wishes to provide a sustainable and resident-focused local Cleansing and Drainage Cleaning management service for the residents of the Shire.

4.2 With this aim in mind, the Contractor must perform the Services in accordance with the objectives set out below ("**Cleansing & Drainage Cleaning Objectives**"):

- .1 **Integrated Approach:** The Services are to be delivered in a totally integrated manner, involving all key stakeholders, including the Shire's existing Safer Local Roads Service Provider, the Principal, the community and the SIMS 2 Contractor
- .2 **Value for Money:** The Services are to be delivered such that whole-of-life costs for the Assets are minimised. The actual costs for service delivery and management of the Assets must provide outstanding value-for-money.
- .3 **Environmental Management:** The practices applied, behaviours exhibited and outcomes achieved in the performance of the Services must reflect genuine sensitivity to the environment and a best practice approach to environmental management. The Services must be delivered in a sustainable way by the Contractor at all times. The Contractor must progressively reduce the impact of the performance of the Services on climate change in alignment with the Shire's policies
- .4 **Community Engagement:** The practices applied, behaviours exhibited and outcomes achieved in the performance of the Services must reflect a genuine commitment to on-going consultation with and responsiveness to the community and its diverse concerns based on the Peninsula Way principles.
- .5 **Safety:** The systems and practices applied, the behaviours exhibited and the outcomes achieved in the performance of the Services must reflect genuine commitment to maintaining a safe work culture and a best practice approach to OH&S management of all stakeholders.
- .6 **Quality Management:** The Assets must be maintained and managed such as to be fit for their intended use. The standards of materials and workmanship must be in accordance

with the requirements of the Contract and appropriate Shire and industry standards. The standards of materials and workmanship must ensure that the actual operational and maintenance costs accurately reflect those anticipated in the whole-of-life costing.

- .7 **Quality Relationship:** The Services shall be executed within the spirit of an open and understanding quality relationship between the Shire, the Contractor and the community.
- .8 **Risk Management:** The practices applied, behaviours exhibited and outcomes achieved during the delivery of the Services shall be based on managing risks and reducing exposure to risk to the Shire, the Contractor and the community.
- .9 **Innovation and Added Value:** The Services are to be delivered in an innovative and proactive form by the Contractor at all times. The Contractor shall continuously exhibit innovation, including technical, environmental and financial innovation, that will enhance the overall objectives of the Services.
- .10 **Asset Renewal:** The practices applied, behaviours exhibited and outcomes achieved during the delivery of the Services must preserve and enhance the condition of the Assets such that the intended residual life of each of the Assets (as determined by the Shire and notified to the Contractor from time to time) is achieved at the termination of the Contract.
- .11 **Social Procurement:** The practices applied, behaviours exhibited and outcomes achieved during the delivery of the Services must be based on a strong commitment to promote, develop and utilise the services of social enterprises, given the positive social impacts they provide for socially disadvantaged people.

5 Warranties

- 5.1 Each party warrants that it has the legal capacity, and is fully authorised, to enter into the Contract.
- 5.2 The Contractor warrants that:
 - .1 it is not at the date of the Contract subject to any litigation in contravention of any Law that could impact adversely on the Shire or the Contractor's ability to perform the Services,
 - .2 it is not subject to any Conflict of Interest, and
 - .3 in entering into the Contract it has not relied upon any information provided to it by the Shire, other than information included in the Contract.

Part 2 – Management of the Contract

6 Management Overview

- 6.1 The parties wish to give contractual effect to the Cleansing & Drainage Cleaning Objectives and establish a flexible framework in which both parties co-operate in the management of the Contract.
- 6.2 The co-operative management of the Contract is formalised at 3 levels:
 - .1 Senior Representatives of the parties – provide a senior level overview, attempt to resolve Issues referred to them and make determinations on behalf of the parties where expressly authorised by the Contract or otherwise agreed, in writing, by the parties.
 - .2 Service Management Team (SMT), a formal team structure comprising management level representatives of each of the parties – makes recommendations in relation to the management of the Contract.
 - .3 Operations Team, a flexible consultative team structure with a core team comprising operations personnel of each of the parties – works to facilitate co-operation in relation to operational matters and day to day interfaces.

7 Management principles and values

- 7.1 Each of the Contractor and the Shire must ensure that its representatives on the Service Management Team and the Operations Team, and its Senior Representative, commit to the principles and shared values set out below in the exercise of their functions under the Contract (subject to any terms of the Contract to the contrary).
 - .1 A primary focus on satisfying the Cleansing & Drainage Cleaning Objectives and delivering the outcomes required by the Cleansing & Drainage Cleaning Objectives, consistently with the terms of the Contract and the Road Asset Management Plan
 - .2 A peer relationship where all members have an equal say
 - .3 Collective responsibility for the exercise of their functions, for decisions made in the exercise of those functions and for the consequences of those decisions
 - .4 All decisions made on a '*Best for Program*' basis
 - .5 Encouragement of innovative thinking with a commitment to achieve improved results
 - .6 Clear responsibilities

- .7 Open, respectful and honest communication
- .8 Unconditional support to working together co-operatively and to achieve the Cleansing & Drainage Cleaning Objectives.

7.2 Each of the Contractor and the Shire must ensure that its representatives on the Service Management Team and the Operations Team, and its Senior Representative, seek at all times to give effect to the Contract and carry out their functions in a manner consistent with the principles and values set out in clause 7.1.

8 Senior Representatives

- 8.1 Each party must appoint a senior person to represent it in all matters concerning the Contract ("**Senior Representative**"). The Shire may appoint the Superintendent as its Senior Representative.
- 8.2 Senior Representatives are appointed by notice from the appointing party to the other party. Changes in the identity or contact details of a Senior Representative must be notified promptly. The initial Senior Representatives of the parties are listed in item 1 of schedule 1 (Contract Details).
- 8.3 Senior Representatives jointly have the power to exercise any function of the Service Management Team, where the Service Management Team has not done so.
- 8.4 When exercising the powers in clause 8.3, the Senior Representatives must use their best endeavours to act jointly and unanimously. If the Senior Representatives are unable to reach agreement on any Issue within 10 Business Days (or such longer period as the Senior Representatives agree), the Issue shall be determined by the Superintendent and such determination shall be final and binding on the parties.

9 Service Management Team

- 9.1 The role of the Service Management Team is to:
 - .1 conduct the Annual Review,
 - .2 review the Performance Standards at the request of either party to ensure that they continue to meet the Cleansing & Drainage Cleaning Objectives and remain 'Best for Program',
 - .3 attend the initial and bi-annual quality relationship management workshop with the Shire and the SIMS2 Contractors,
 - .4 exercise functions conferred by the Contract Documents, and
 - .5 undertake any other roles required and jointly agreed by the parties from time to time or as directed by the Superintendent.
- 9.2 The Service Management Team must have at least 4 and not more than 6 members at any point in time.

- 9.3 At least 2, but not more than 3, of the members must be appointed by the Contractor. At least 2, but not more than 3 members must be appointed by the Shire.
- 9.4 Appointment of members is by notice from the appointing party to the other party. Changes in the identity of an appointee are to be notified in the same manner. A replacement representative must have relevant skills, qualifications and experience for the position.
- 9.4A The initial members of the Service Management Team are set out in item 1A of schedule 1 (Contract Details).
- 9.5 If a member cannot be present at any meeting, the member may send a proxy. A proxy must be sufficiently skilled and briefed to make a meaningful contribution to the meeting.
- 9.6 The Service Management Team is chaired by a representative of the Contractor. The chairperson is responsible for convening meetings at the times required by the Contract and for chairing the meetings.
- 9.7 Decisions of the Service Management Team must be by majority agreement of all members in attendance at the meeting.
- 9.8 Where the Service Management Team is considering a matter that relates to a stakeholder specialisation, the Service Management Team must call upon and consider advice provided by the stakeholder specialist.
- 9.9 A quorum of members at any meeting is 2 appointees from the Shire and 2 appointees from the Contractor. No decision may be made without a quorum being in attendance. A member is regarded as being in attendance at a meeting where he or she attends by telephone or teleconference (or using any other technology which enables members to conduct a meeting without being physically present in the same room).
- 9.10 Each party must ensure that its representatives on the Service Management Team use their best endeavours to ensure that the Service Management Team exercises all of the functions of the Service Management Team honestly, fairly and reasonably, applying the principles and values set out in clause 7 (Management principles and values).
- 9.11 In carrying out its functions, the Service Management Team may obtain expert assistance (in addition to input from the Operations Team). The cost of any expert assistance is the joint and equal responsibility of the parties, unless the Service Management Team determines otherwise.
- 9.12 Secretarial support to the Service Management Team will be provided by the Contractor.
- 9.13 The Contractor must produce minutes which record, in writing, all decisions of the Service Management Team. The minutes must be accepted as a true record of proceedings once certified as correct by

one Service Management Team member appointed by the Contractor and one Service Management Team member appointed by the Shire.

- 9.14 Each party must bear its own costs relating to the Service Management Team with the exception of accommodation for meetings (if required) and administrative support, which must be provided at the Contractor's cost.

10 Operations Team

- 10.1 The Operations Team is a flexibly structured team designed to promote discussion and liaison between the parties at appropriate times during the progress of the Services.
- 10.2 The Operations Team shall comprise:
- .1 a core team comprising the Contractor Operations Team and the Shire Operations Team ('Core Members'), and
 - .2 discretionary members invited in accordance with clause 10.4 to join the Operations Team on a limited duration basis.
- 10.3 The Operations Team is chaired by an independent facilitator nominated by the Superintendent. The chairperson is responsible for convening meetings at the times required by the Contract and for chairing the meetings.
- 10.4 Appointment of discretionary members of the Operations Team is by written invitation from the Superintendent to the nominated member.
- 10.5 The role of the Operations Team is to:
- .1 promote communication at an operational level across both parties' organisations,
 - .2 co-ordinate programs so that interdependent activities are completed in a timely manner,
 - .3 ensure stakeholder interests are taken into account in the day to day operations of the Contract,
 - .4 identify Issues early, so that they can be resolved with minimal risk and cost to the parties,
 - .5 attempt to resolve Issues and develop solutions at the earliest possible stage,
 - .6 investigate any matter referred by the Superintendent or the Service Management Team,
 - .7 report to the Superintendent on any matter requested by the Superintendent or Service Management Team or on any matter which the Operations Team considers should be raised with the Superintendent, and

- .8 undertake any other roles required and agreed by the parties or the Superintendent from time to time.
- 10.6 Where the Operations Team is considering a matter that relates to a Stakeholder Specialisation, the Operations Team must consult with the appropriate Stakeholder Specialist.
- 10.7 Without limiting any express provision of this clause, the Operations Team is a consultative forum only and its determinations are not binding on the parties.
- 10.8 All recommendations and reports produced by the Operations Team must be agreed by a majority of the Core Members.
- 10.9 A member of the Operations Team is regarded as being in attendance at an Operations Team meeting where he or she attends by telephone or teleconference (or using any other technology which enables members to conduct a meeting without being physically present in the same room).
- 10.10 The parties must ensure that their representatives on the Operations Team use their best endeavours to ensure that the Operations Team exercises all of the functions of the Operations Team honestly, fairly and reasonably, applying the values and principles set out in clause 7 (Management principles and values).
- 10.11 Meetings of the Operations Team must be held at intervals not exceeding 2 months or within 10 Business Days of any member requesting a meeting.
- 10.12 The Operations Team may refer any Issue to the Service Management Team or the Superintendent at any time if the Operations Team considers that the Issue is something that should be brought to the attention of, or dealt with by, the Service Management Team or the Superintendent, as the case may be.
- 10.13 Each party must bear its own costs with respect to the Operations Team.

11 Superintendent

- 11.1 The Shire must ensure that at all times there is a Superintendent. The initial Superintendent is the person nominated in item 4 of schedule 1 (Contract Details). The temporary or permanent appointment of a person to replace the initial Superintendent must be notified by the Shire to the Contractor.
- 11.2 The Superintendent must exercise and perform the powers, functions and duties of the Superintendent as the Shire's agent and not an independent certifier or valuer.
- 11.3 The Superintendent must:
 - .1 exercise the functions and powers, and carry out the duties, of the Superintendent under the Contract, and

- .2 implement determinations made by the Senior Representatives in all cases where the Senior Representatives are the Determining Authority.
- 11.4 The Superintendent may from time to time appoint individuals to exercise any of the functions or powers, or perform any of the duties, of the Superintendent but not more than one Superintendent's representative may be delegated the same function, duty or power at the same time.
- 11.5 The Superintendent must immediately notify the Contractor of:
 - .1 the appointment of a Superintendent's representative under clause 11.4 and of the functions, duties or powers delegated to that Superintendent's representative, and
 - .2 the termination of the appointment of a Superintendent's representative.
- 11.6 The appointment of a Superintendent's representative does not prevent the Superintendent from exercising any power or function, or performing any duty.

12 Contract Manager

- 12.1 The Contractor must ensure that there is at all times a Contract Manager. The initial Contract Manager is the person nominated in item 5 of schedule 1 (Contract Details).
- 12.2 The Contract Manager is responsible for the day to day performance of the Services and the supervision of all persons employed or engaged by the Contractor in carrying out the Services.
- 12.3 The Contract Manager is deemed to be authorised to receive all directions and other communications on behalf of the Contractor. Any direction or other communication given to the Contract Manager is deemed to have been given to the Contractor.
- 12.4 A matter within the knowledge of the Contract Manager is deemed to be within the knowledge of the Contractor.
- 12.5 The Contractor must ensure that the Superintendent and the Shire at all times have up to date contact details for the Contract Manager and that the Contract Manager is available and able to be contacted by the Superintendent during the hours specified in the Integrated Management Plan.
- 12.6 The Contract Manager may, by notice to the Superintendent, appoint others from time to time with authority to act in the capacity of Contract Manager. A person may be appointed as the Contract Manager on a short-term basis (such as to cover leave taken by the permanent Contract Manager), for specific projects, for particular activities or for particular times of day.
- 12.7 The Contractor must notify the Shire immediately of any change in the identity or contact details of the Contract Manager.

- 12.8 Persons appointed under clauses 12.6 or 12.7 must have skills, qualifications and experience for the position of Contract Manager.
- 12.9 In addition to any other requirement of the Contract, the Contract Manager must:
- .1 represent the Contractor on the Service Management Team,
 - .2 arrange secretarial support for the Service Management Team, and
 - .3 implement determinations made by the Superintendent.

13 Change of nominated personnel

- 13.1 The Contractor must not replace the Contract Manager or a representative on the Service Management Team or Operations Team without the prior written consent of the Superintendent.
- 13.2 This clause does not limit the requirements of any other clause.

14 Quality relationship workshop

- 14.1 The Contractor must, within 3 months of the commencement date, conduct a one-day quality relationship workshop (the initial workshop) at an agreed site with representatives from the Shire. The workshop must be facilitated by an independent facilitator working to an agreed agenda that addresses as a minimum:
- Preparation of a Relationship Charter
 - Coordination of SIMS2 Contractors and Safer Local Roads contractor
 - Reporting Protocols and Templates
 - Badging of Plant & Personnel
 - Community Interaction
 - Inductions by Shire & Contractor
 - Media Protocols & Procedures
 - IT Relationship and Privacy Provisions
 - Any matter required by this Contract;
- 14.2 Each party are to bear their own costs for attendance at the workshop with the exception of the cost of the facilitator and venue costs which are the responsibility of the Contractor.
- 14.3 At any time during the Contract, subject to the agreement of the parties and the terms and conditions set out in clause 14.2, additional quality workshops may be held.

Part 3 – Access to assets

15 Access to Assets

- 15.1 Subject to this clause and to the powers of any Authority, the Shire grants the Contractor access to the Assets for the purposes of carrying out the Services in accordance with the Contract.
- 15.2 The Contractor acknowledges that:
- .1 the Assets are part of the Council-owned assets;
 - .2 the Contractor may not have unrestricted occupation of or access to all of the Assets;
 - .3 the Shire or Other Contractors may be working on the Assets at the same time as the Contractor;
 - .4 Authorities or their contractors may be working on the Assets at the same time as the Contractor;
 - .5 the Contractor must carry out the Services in such a way as to ensure that traffic delays are kept to a minimum and may at certain times be prohibited by the Shire from closing any part of a Road;
 - .6 the Contractor must carry out the Services in such a way as to ensure that any inconvenience to the users of each Asset are kept to a minimum;
 - .7 the Shire may at certain times prohibit the Contractor denying access to any Asset to users or potential users of that Asset and the Contractor must comply with any such prohibition;
 - .8 the Contractor must comply with the directions of the Superintendent and relevant Authorities with respect to the management of traffic;
 - .9 the Contractor must take all reasonable steps to ensure it can access the Assets when such access requires the Contractor to gain access over or through the property of a third party; and
 - .10 the Contractor shall have no claim against the Shire or the Superintendent with respect to any restricted access to an Asset or the acts or omissions of any Other Contractor or Authority with respect to an Asset, except as expressly provided otherwise in the Contract.

16 Co-ordination obligations

In carrying out the Services, the Contractor must:

- 16.1 work co-operatively with the Shire, Other Contractors, Authorities and contractors of Authorities,
- 16.2 liaise with the Shire, occupiers, Committees of Management, Other Contractors, Authorities and contractors of Authorities as to their anticipated programs of work on the Assets and co-ordinate its activities as far as possible with those other programs, and
- 16.3 not interfere with, delay or damage any other work of the Shire, Other Contractors, Authorities or contractors of Authorities.
- 16.4 In the event of a conflict between contractors the Superintendent shall make a determination, such determination shall be final.

17 Impact of access delays or restrictions

Without limiting clause 16 (Co-ordination obligations), if a delay takes place in giving the Contractor access to an Asset at any time or place or any direction is issued by the Superintendent restricting or revoking access to any Asset to particular days and/or times (including a prohibition of temporary closure under clause 15.2.5), such delay, restriction or revocation of access is an Excusing Event (to the extent that the Contractor could not reasonably have planned for it and taken steps to mitigate its effects) and is not a breach of the Contract.

Part 4 – Contractor's obligations

18 Quality

- 18.1 The Contractor must carry out the Services diligently and conscientiously, with a high standard of skill and care, and using good workmanship and materials.
- 18.2 The Contractor must ensure that the performance of all of the Services is supervised at all times by a competent representative.
- 18.3 Everything the Contractor makes or supplies under the Contract must comply with the Contract and must, subject to the specific requirements of the Contract, be reasonably suitable for its intended purposes.
- 18.4 The Contractor must ensure that the Shire obtains the benefit of any warranty available from a manufacturer or supplier of any material used in carrying out the Services. For this purpose, the Contractor must ensure that:
 - .1 wherever possible, each warranty is obtained in the name of the Shire, or
 - .2 where it is not possible to obtain a warranty in the name of the Shire, the benefit of the warranty is assigned to the Shire, in writing.

For the purposes of clause 18.4.2, the Contractor must:

- .3 obtain any necessary consent, in writing, to an assignment of the benefit of a warranty from the relevant manufacturer or supplier and provide a copy of the consent to the Shire, and
- .4 give written notice to the relevant manufacturer or supplier of the assignment of the benefit of the warranty and provide a copy of such notice to the Shire.

18.5 The Contractor must make sure that the Shire has access at all reasonable times to places where the Services are being carried out or where materials or components for use in the Services are being produced.

19 Time

The Contractor must carry out the Services in a timely and expeditious manner and comply with all Contractual Time Requirements.

19A Care of Services

19A.1 The Contractor is solely responsible for loss or damage to:

- .1 any work in progress as part of the Services and the site of that work, and
- .2 plant, materials, equipment and other things necessary for carrying out the Services (including things provided by the Shire for the purposes of the Services but not including anything provided by the Shire under a lease or other separate agreement),

for the duration of the Contract Term or any longer period during which the Contractor is providing the Services.

19A.2 The Contractor's liability under this clause is reduced to the extent that an Excepted Risk contributes to the loss or damage.

19A.3 If there is any inconsistency between this clause and clause A8-6 (Care of Project Works) in relation to any Ordered Work to which that clause applies, clause A8-6 prevails.

19A.4 Nothing in this clause limits the Contractor's obligations to perform the Services.

20 Site risks

20.1 General risk allocation

Except where the Contract (including this clause 20) expressly provides otherwise, the Contractor is responsible at its own cost and risk for carrying out the Core Services irrespective of conditions prevailing at any Worksite at which the Core Services are to be carried out (including, without limitation, weather conditions and any

impact of such weather conditions, Worksite conditions, latent conditions and any acts or omissions of third parties) at the time at which the Core Services are required to be carried out.

20.2 Utilities and underground services

Regardless of the nature of the Services being provided, it is the Contractor's responsibility to ascertain the presence and location of any underground Utilities before undertaking any work that may disturb or affect those Utilities. Despite any other provision of the Contract or any Work Order Document, the performance of the Services is at the Contractor's risk and cost notwithstanding the presence of Utilities.

21 People

21.1 The Contractor must engage sufficient people with adequate skills and training to perform its obligations under the Contract.

21.2 Without limiting clause 21.1, the Contractor must employ (directly or indirectly):

- .1 a suitably qualified person with specialist skills in Cleansing and Drainage asset management; and
- .2 a person or persons with qualifications and expertise in the use and operation of the Knowledge Management System (KMS) to assist the Contractor in performing its obligations with respect to the KMS and the technology interface with the Shire.

21.3 The Contractor must ensure that none of its Agents is affected by drugs or alcohol while engaged in the performance of the Services or any related activities.

21.4 The Contractor must ensure that it's Agents:

- .1 conduct themselves towards Councillors of the Shire, the Shire's Agents and members of the public in a courteous and professional manner, and
- .2 carry out their duties at all times with as little inconvenience and disturbance to others as possible.

21.5 The Superintendent may, by notice to the Contractor, direct that any Agent of the Contractor not be employed or engaged or continue to be employed or engaged in the performance of the Services or any related activities. The Contractor must immediately comply with any such direction.

21.6 The Contractor must ensure that it's Agents:

- .1 are attired in any manner specified in the Contract Documents;
- .2 are readily identifiable by means of a logo, name badge, ID card or other suitable means approved by the Superintendent; and

.3 have participated in the corporate induction by the Shire.

21.7 The Contractor must, as an integral part of delivering the services, provide solutions that will or may provide any or all of the following benefits:

- .1 promotion of the social, economic and environmental amenity and sustainability of the municipal district;
- .2 efficient and effective use of resources and provision of services in accordance with the Best Value Principles to best meet the needs of the local community;
- .3 improvement of the overall quality of life of people in the local community;
- .4 promotion of appropriate business and employment opportunities; and
- .5 provision of services and facilities that are accessible and equitable.

22 Training

22.1 The Contractor must prepare a training plan for each Contract Year as an integral part of the Integrated Management Plan. The training plan must be updated annually as part of the Annual Review process. Any amendments to the training plan must be approved by the Superintendent.

23 Subcontractors

23.1 The Contractor may only subcontract the performance of the Services or any part of the Services with the prior written consent of the Superintendent unless previously exempted by the Superintendent in writing from the need to obtain such consent. The Superintendent must not unreasonably withhold such consent if the Contractor has established that a proposed sub-contractor is suitably qualified, competent and financially stable.

23.2 The Contractor must ensure that its arrangements with sub-contractors are appropriate to ensure compliance with the Contract and must, at the request of the Superintendent, provide evidence of its compliance with this requirement.

23.3 Notwithstanding this clause 23 or any approval or acknowledgement by the Shire or the Superintendent, the Contractor:

- .1 remains liable at all times for the performance of the Contract, notwithstanding any sub-contracting of any part of the performance of the Services; and
- .2 is liable for all acts and omissions of its Agents in the performance or non-performance of the Contract as if they were acts or omissions of the Contractor.

24 Industrial relations

The Contractor is responsible for the management of relations with its own workforce and for ensuring the effective management of relations between its Agents and their employees. The Contractor is solely responsible for carrying out the Services and shall have no entitlement to claim money, extensions of time or other relief arising out of industrial action by the Contractor's employees or the employees of its Agents.

25 Reporting

In addition to any specific reporting requirement in the Contract, the Contractor must promptly report in writing to the Superintendent on any aspect of the Services when directed to do so by the Superintendent.

26 Media

26.1 Except where authorised by the Superintendent under clause 26.2, the Contractor:

- .1 must not either itself or through its Agents make any statement to the media on behalf of the Shire or in relation to the performance of the Services, or anything connected with the performance of the Services, without the prior written consent of the Superintendent,
- .2 must refer all enquiries from the media relating to the performance of the Services, or anything connected with the performance of the Services, to the Superintendent, and
- .3 must notify the Superintendent immediately of any event arising in the course of performing the Services which may receive media attention.

26.2 The Superintendent may require the Contractor to prepare media releases and provide follow up interviews within any parameters determined by the Superintendent.

27 Conflicts of interest

27.1 The Contractor warrants that it is unaware at the date of this Contract of any Conflict of Interest existing or likely to arise during the performance of its obligations under this Contract.

27.2 The Contractor must:

- .1 not enter into any contract or arrangement, or do any other thing, which may give rise to a Conflict of Interest with respect to its obligations under this Contract; and
- .2 use its best endeavours to ensure that no Relevant Party enters into any contract or arrangement, or does any other thing, which may give rise to a Conflict of Interest with respect to the Contractor's obligations under this Contract.

27.3 The Contractor must:

- .1 immediately make a full disclosure in writing to the Shire of the existence, nature and extent of any actual or potential Conflict of Interest with respect to the Contractor's obligations under this Contract; and
- .2 comply with any directions of the Superintendent with respect to any such actual or potential Conflict of Interest, including, without limitation, a direction to terminate any contract, arrangement or relationship which has given rise to the actual or potential Conflict of Interest.

28 Use of the Shire trade marks

The Contractor must not use a registered or unregistered trademark of the Shire without the Superintendent's prior written consent or as authorised by the Contract.

29 Confidentiality

- 29.1 The Contractor must keep all the Confidential Information confidential.
- 29.2 The Contractor must not use or reproduce the Confidential Information in any manner unless specifically authorised to do so by the Superintendent or required to do so by Law.
- 29.3 The Contractor must immediately return all Confidential Information in its possession, when requested in writing to do so by the Superintendent. If the Confidential Information is of a nature that cannot be returned, the Contractor must immediately delete, erase or otherwise destroy it.
- 29.4 The Contractor must not disclose the Confidential Information to any third party, including any sub-contractor or employee of a sub-contractor to the Contractor, without the prior written consent of the Superintendent, which may be given to such terms as the Superintendent considers appropriate, including a condition that any person to whom confidential information is proposed to be disclosed execute a deed of confidentiality, in a form approved by the Superintendent, in favour of the Shire.

30 Intellectual property

- 30.1 Subject to clause 30.3, all property and Intellectual Property rights in the Contract Material are deemed to be owned by or vest (on the creation of any Contract Material) in the Shire.
- 30.2 The Contractor is authorised to use the Contract Material during the Contract Term but only for the purposes of the Contract. Any other use may only be made with the prior written consent of the Superintendent.
- 30.3 Nothing in this Contract affects or in any way alters the Contractor's ownership of or rights to any pre-existing Intellectual Property.

- 30.4 The Contractor, in performing the Services, must use its best endeavours not to infringe the Intellectual Property rights of any third party and must indemnify, keep indemnified and hold harmless the Shire against any loss, damage and costs suffered or incurred by the Shire as a result of any such infringement.

31 Compliance with Law and award obligations

- 31.1 The Contractor must comply, and must ensure that its Agents comply, with all Laws applicable to the Services and the Contract.
- 31.2 Without limiting its obligations under clause 31.1, the Contractor must comply, and must ensure that its Agents comply with Laws, and agreements endorsed by Laws, regulating employer and employee relations.
- 31.3 If a Qualifying Change in Law increases the costs of performing the Services, the Shire will compensate the Contractor for the increased costs (determined on an open book basis), except that, if a Variation to the Services is required or directed as a result of a Qualifying Change in Law, the Variation will be made and valued in accordance with Part 7 (Variations).
- 31.4 If either party considers at any time that there is a conflict between any Law and an obligation imposed by the Contract, that party must notify the Superintendent. If the Superintendent determines that there is a conflict between any Law and an obligation imposed by the Contract, the Superintendent must direct a Variation to remove the inconsistency or must recommend that an amendment to the Contract be implemented by written agreement between the parties.

32 Approvals

- 32.1 The Contractor must:
- .1 obtain and maintain all licences, permits, consents or other approvals necessary for the performance of the Services;
 - .2 give all notices necessary to comply with the requirements of any Law or any relevant Authority; and
 - .3 at its own cost but subject to clause 31.3, pay any fees or charges necessary to comply with the requirements of any Law or any relevant Authority.
- 32.2 The Contractor must give the Shire, upon request, copies of documents issued to the Contractor by any relevant Authority or to any relevant Authority by the Contractor, in respect of the Services, including copies of any licences, permits, consents or approvals necessary for the performance of the Services and receipts for any fees or charges paid by the Contractor.

33 Personal Information

- 33.1 If the Contractor collects, holds or obtains Personal Information under or in connection with the Contract, the Contractor must:

- .1 only use the Personal Information for the purposes of fulfilling its obligations under the Contract, and
 - .2 at the time of collecting the Personal Information, obtain all consents and authorisations necessary for the use of the Personal Information in relation to the performance of the Services,
 - .3 take all reasonable measures to ensure that the Personal Information is protected against loss and unauthorised access, use, modification or disclosure,
 - .4 take all reasonable measures to destroy or de-identify the Personal Information when the Personal Information is no longer required by the Contractor to complete its obligations under this Contract and at the expiry or termination of this Contract, and
 - .5 at all time comply, and ensure that its Agents comply, with the *Privacy Act 1988* (Cth), the *Privacy and Data Protection Act 2014* (Vic) and all other Laws in force at any time throughout the Contract Term relating to the privacy of Personal Information.
- 33.2 The Contractor's obligations under this clause 33 (Personal Information) are in addition to any obligations imposed by Law with respect to the protection of Personal Information.
- 33.3 The Contractor must indemnify, keep indemnified and hold harmless the Shire and the Shire's Agents in respect of any loss, liability or expense suffered or incurred by the Shire and the Shire's Agents arising out of or in connection with a breach of the obligations of the Contractor under this clause, or any misuse of Personal Information by the Contractor or any of the Contractor's Agents, or any disclosure by the Contractor or any of the Contractor's Agents in breach of an obligation imposed by Law concerning the protection of Personal Information.

Part 5 – Protecting people & property

34 Protecting people

- 34.1 The Contractor must, and must ensure that its subcontractors, at all times identify and take all necessary precautions for the health and safety of all persons, including the Contractor's Agents, the Shire's Agents and members of the public, who may be affected by the performance of the Services.
- 34.2 The Contractor must provide the following information to the Superintendent monthly:
- .1 the number of "lost time" injuries suffered by the Contractor's employees or subcontractors,

- .2 the number of working days lost due to injury,
 - .3 the status of the implementation and outcomes of corrective actions undertaken as a result of OH&S inspections and risk assessments, and
 - .4 the status of IMP audits undertaken by the Contractor in so far as they relate to OH&S.
- 34.3 The Contractor must, when requested by the Superintendent, provide reports on OH&S inspections, audits or assessments undertaken during the Contract Term.
- 34.4 If the Contractor is required by any Law to give any notice of an incident occurring during the performance of its obligations under the Contract, the Contractor must, at the same time, or as soon thereafter as is possible in the circumstances, give a copy of the notice to the Superintendent.
- 34.5 If the Superintendent forms the opinion at any time during the Contract Term that the Contractor has committed or is likely to commit a Safety Breach, the Superintendent may direct the Contractor to do one or more of the following:
- .1 promptly rectify the Safety Breach to the Superintendent's satisfaction, and
 - .2 suspend performance of the Services until such time as the Superintendent is satisfied that the Safety Breach is rectified.
- 34.6 If the Contractor's performance of the Services has been suspended under clause 34.5, the Shire may:
- .1 itself, or by employing or engaging any other person, perform the Services or such part of the Services as the Shire considers it desirable to perform, and
 - .2 do any other thing which the Shire, in its absolute discretion, considers necessary in the circumstances to ensure continuity of essential services to the Shire and to ensure the health and safety of any person.

Any cost to the Shire doing anything under this clause 34.6 (including any amount paid to a third party), as determined by the Superintendent, shall be a debt immediately due and payable by the Contractor to the Shire and may, at the discretion of the Shire, be deducted from any payment to the Contractor under this Contract or otherwise.

35 Protecting property & Environment

- 35.1 The Contractor must ensure that the Contractor and the Contractor's Agents do not cause any loss or damage to property or the Environment while carrying out the Contractor's obligations under or in relation to the Contract.

- 35.2 The Contractor must take good care of anything provided to it by the Shire for the purposes of the Contract.
- 35.3 Waste and surplus material arising from the Contractor's performance of the Services are, as between the parties, the property of the Contractor and the Contractor is responsible for their lawful disposal or re-use.
- 35.4 If the Contractor discovers anything of possible archaeological, environmental or cultural significance in the course of carrying out its obligations under the Contract, the Contractor must not take any action that could disturb or destroy the thing found and must comply with clause A3-25.7 (Heritage and archaeological values).
- 35.5 The Contractor must promptly make good any damage done by it or its Agents to any property of the Shire or any other person, or the Environment, in the course of performing, or purporting to perform, the Services (not including damage which is a necessary incident of the Services). Damage or disturbance to an Asset must be reinstated in accordance with A3-22.8.
- 35.6 If the Contractor fails to make good any damage to property or the Environment in accordance with clause 35.5:
- .1 the Shire may affect the necessary repairs or pay compensation to the owner of the property; and
 - .2 any cost incurred by the Principal in doing anything under clause 35.6.1, as determined by the Superintendent, shall be a debt immediately due and payable by the Contractor to the Shire and may, at the discretion of the Shire be deducted from any payment to the Contractor under this Contract or otherwise.
- 35.7 Before the Shire takes action under clause 35.6, the Superintendent must notify the Contractor of the proposed action and give the Contractor a final opportunity to remedy the damage itself within a period of 5 Business Days (or such longer period as is reasonable in the circumstances).
- 35.8 Clause 35.7 does not apply in circumstances where the Superintendent considers that urgent action is required to prevent further damage to property or the Environment or injury to any person.

36 Avoiding nuisance and inconvenience

The Contractor must minimise inconvenience and avoid causing nuisance to anyone who may be affected by the performance of the Services.

37 No claim regarding Other Contractors

Where the activities of another Contractor cause loss or damage to any Asset or otherwise affect the performance of the Services, the Contractor is not entitled to make any claim unless one or more of the following apply:

- 37.1 the loss or damage or effect on performance is material and the Contractor can show that the loss, damage or other affect was caused by the Other Contractor's negligence or breach of its contract with the Shire, and was not contributed to in any way by the Contractor, and
- 37.2 the Shire is indemnified by the Other Contractor against the relevant loss, damage or affect on performance.

38 Appointment of the Contractor as Principal Contractor

- 38.1 Without limiting clause 38 and for the purposes of any applicable OH&S Law, the Shire:
 - .1 appoints the Contractor, and the Contractor accepts the appointment, as Principal Contractor for the purposes of any applicable OH&S Law; and
 - .2 authorises the Contractor to manage or control the workplace to the extent necessary to discharge the duties imposed on a Principal Contractor under the OH&S Law.
- 38.2 The Contractor agrees that, as Principal Contractor for the Services that it must comply with all the obligations of a Principal Contractor under OH&S Law.

Part 6 – Annual Review

39 Annual Review

39.1 Formal review

The Service Management Team will undertake a formal review of the Contractor's performance and the Contract once annually in accordance with this clause 39 (Annual Review). Nothing done in relation to the Annual Review, including, without limitation any conclusion reached by the Service Management Team shall be construed as confirming that the Contractor has complied with its obligations under the Contract or of waiving, or in any other way altering, any rights or obligations of the parties under the Contract.

39.2 Review period

Each Annual Review will consider the Contractor's performance against the Performance Standards over the course of the preceding Contract Year (1 July to 30 June).

39.3 Categories of performance assessment

The Service Management Team will review the Contractor's performance during the review period in 2 stages:

- .1 a stakeholder review (if required by the Shire in any Contract Year) undertaken in accordance with clause 39.5 (Stakeholder review); and
- .2 measurement against the Performance Standards (assessed in accordance with clause 39.4 (Performance against the Performance Standards)).

39.4 Measurement against the Performance Standards

The Service Management Team will measure the Contractor's performance against the Performance Standards having regard to the process and evidence and relevant factors set out in schedule 2 (Performance Standards Review) including, as applicable, the outcomes of any stakeholder review.

The parties must cooperate fully with the Service Management Team and ensure that the Service Management Team has access to all relevant information and data required by the Service Management Team for the purposes of conducting the review. Audit reports and similar material requested by the Service Management Team or required by the Contract must be provided to the Service Management Team by 30 April in each Contract Year.

39.5 Stakeholder review

If required by the Superintendent, a part of the Annual Review will be a review conducted by independent stakeholders nominated by the Superintendent and paid by the Contractor. The purpose of a stakeholder review is to provide an independent assessment of the Contractor's performance against the Performance Standards and/or the Contract generally.

For the purposes of this clause, a stakeholder is a person who lives in the Shire or any other person who has an interest in the services delivered by the Shire with respect to the Assets. The Service Management Team will establish and maintain a list of not less than 3 potential stakeholders from which the Shire may select.

Nominated stakeholders must not include competitors of the Contractor (or agents or associates of competitors) in the market of providing services similar to the Services.

The Superintendent will select one or more stakeholders to conduct the stakeholder review in each Contract Year if the stakeholder review is required by the Shire. For this purpose, the Superintendent may select the stakeholder or stakeholders from the list maintained by the Service Management Team or may select any other person or persons as the stakeholder or stakeholders.

The Shire will engage with the stakeholder or stakeholders to conduct the stakeholder review. The Contractor must reimburse the Principal for all amounts paid by the Shire to the stakeholder or stakeholders with respect to the conduct of the stakeholder review (if any) in each

year of the Contract Term. The Shire must issue to the Contractor a tax invoice for the amount payable by the Contractor.

The Contractor must cooperate fully with any nominated stakeholder and, subject to any Law, provide them with access to all relevant data and sites where the Services are performed.

Stakeholder reviewers are free to determine their own review methodology consistent with the requirements of the Contract.

The Shire must ensure that any stakeholder review is complete by 30 April, so as to ensure that the results of the stakeholder review are available for consideration by the Service Management Team for its assessment.

39.6 Other review items

In addition to assessing the Contractor's performance, the Service Management Team must use the Annual Review as an opportunity to consider the following items and make recommendations to the Superintendent or parties, if appropriate:

- .1 reconciliation of Asset Inventory Changes (if necessary),
- .2 imposition and cancellation of Service Points and Service Point Liquidated Damages,
- .3 level of insurance cover,
- .4 impact of any changes to the Assets (whether required by Law or by the Shire) and any changes to the Integrated Management Plan,
- .5 operation of the Service Management Team and the Operations Team,
- .6 impact on the Contract of technological or other changes during the Contract Year or anticipated in the future (including changes in Law or changes to Reference Documents),
- .7 a summary of all audits conducted by the Shire's Auditing Officer and the Contractors response to any non-conformances issued,
- .8 any other matters required by the Contract,
- .9 any other matters which the Service Management Team considers it appropriate to review, and
- .10 any changes to the Contract that may be necessary or desirable as a consequence of any of the above,

39.7 Timing

The Service Management Team must complete the Annual Review and provide a written report on the completed Annual Review to the Superintendent by 30 June in each Contract Year.

The Superintendent must review, consider and sign off the Service Management Team's final report including conclusions and recommendations by 15 July of the subsequent Contract Year. The final report will include the Superintendent's determination in relation to the assessment of the Contractor's Service Points Status following the Annual Review.

If the Service Management Team has not completed its Annual Review by 30 June in any Contract Year, the Superintendent may prepare his or her final report based on his or her own assessment and without input from the Service Management Team. In doing so, the Superintendent must consult with the Contract Manager.

39.8 Format

The format and details of the Annual Review are to be agreed between the parties by 30 June 2019.

Part 7 – Variations

40 Variations**40.1 Direction of Variations**

During the Contract Term, the Superintendent may direct the Contractor to:

- .1 alter the extent of the Services;
- .2 alter the character, quality or mode of performance of the Services; or
- .3 carry out any work of a character similar to the Services.

40.2 Valuation of Variations

The value, if any, of any variation must be added to or subtracted from any payment to the Contractor under clause A2-1.1.

Subject to clause 43 or as expressly specified otherwise in the Contract, the value of each variation must be determined by the Superintendent by applying (in descending order of priority):

- .1 rates or prices agreed by the parties;
- .2 the Rates for Asset Inventory Change, to the extent to which they are applicable;

- .3 the Schedule of Daywork Rates;
- .4 any other relevant rates or prices contained in the Contract Documents; or
- .5 reasonable rates or prices if there are no relevant rates or prices contained in the Contract Documents which are expressly stated to be provided for the purposes, or partly for the purposes, of this clause.

If a variation involves a decrease in the Services or the omission of part of the Services, the Superintendent must make a reasonable allowance for the Contractor's profit and overheads.

41 Continuing Variations

Where a variation involves the addition or removal of Assets, the Superintendent must incorporate the value of any variation pertaining to the ongoing performance of the Services, or cessation of the performance of the Services, with respect to that Asset into the Monthly Service Charge. If, for example, a New Asset becomes part of the Assets and a Rate for Asset Inventory Change is applicable to that Asset, the amount determined by the Superintendent in applying the Rate for Asset Inventory Change shall be added to the Monthly Service Charge (less any variation made with respect to the removal of any relevant Asset as part of the same project).

Where any other Variation results in an ongoing change to the performance of the Services, the Superintendent must adjust the Monthly Service Charge to take account of that Variation.

42 Asset Inventory Changes

42.1 Incorporation of New Assets

Each New Asset automatically becomes part of the Assets (and any Asset superseded by it is automatically removed from the Assets):

- .1 upon completion of the New Asset, in the case of New Assets constructed by the Contractor; and
- .2 upon Asset Handover, in all other cases.

42.2 Asset Inventory updates

Upon completion or Asset Handover (as the case may be), the Contractor must enter details of the New Asset in, and remove from the Asset Inventory (or otherwise identify as superseded), any Asset superseded by the New Asset.

42.3 Asset Handover Notification

To initiate Asset Handover, the Superintendent must issue a written notice to the Contractor advising of the New Asset ("Asset Handover Notice").

The Asset Handover Notice must:

- .1 describe the Asset to be handed over, its location, end of defects liability period date and details of the person who constructed it;
- .2 and include, where the Shire considers it relevant and appropriate, any information relevant to the performance of the Services in relation to the New Asset which the Shire has in relation to the New Asset, including, where applicable, 'as constructed' drawings and subdivision bills of quantities, and operational manuals: and
- .3 use formats compatible with the data schema (the nature and structure of the data) in the Knowledge Maintenance System and the Asset Inventory.

42.4 **Asset Handover**

The process set out below is initiated by the issue of an Asset Handover Notice.

- .1 Within 10 Business Days of receipt of an Asset Handover Notice, the Contractor must notify the Superintendent in writing of its acceptance or rejection of the New Asset.
- .2 The Contractor may only reject a New Asset if the New Asset is not of an Acceptable Standard. Notwithstanding the first sentence of this clause 42.4.2, the Contractor cannot reject any New Asset which has been constructed, supplied or installed by the Contractor or an Agent of the Contractor.
- .3 If the Contractor does not notify the Superintendent of its acceptance or rejection of a New Asset within 10 Business Days of receipt of the Asset Handover Notice, the Contractor is deemed to have accepted the New Asset.
- .4 If the Contractor accepts (or is deemed to have accepted) a New Asset, Asset Handover occurs on the 11th Business Day after the date of the Asset Handover Notice.
- .5 If the Contractor rejects the New Asset, the Superintendent must inspect the proposed New Asset jointly with the Contract Manager within 20 Business Days (or such longer period as the parties agree) of the date of the Asset Handover Notice.
- .6 If, on the joint inspection, the Superintendent determines that the New Asset is not of an Acceptable Standard, the Superintendent must issue a notice to this effect within 5 Business Days of the joint inspection and (unless otherwise agreed) the Shire must, if it wishes to have the proposed New Asset treated as a New Asset, ensure that all work necessary to bring the New Asset up to an Acceptable Standard is done (at no cost to the Contractor) before Asset Handover occurs.
- .7 If, on the joint inspection, the Superintendent determines that the New Asset is of an Acceptable Standard, the

Superintendent must, within 5 Business Days of the date of the joint inspection, issue a notice to this effect and direct that Asset Handover occurred on the 11th Business Day after the date of the Asset Handover Notice ('Mandatory Asset Handover Notice'). The Contractor may dispute a Mandatory Asset Handover Notice in accordance with the Dispute Resolution Process.

- .8 After Completion of any work required to bring a New Asset up to an Acceptable Standard in accordance with clause 42.4.6, the Superintendent must issue a further Asset Handover Notice to the Contractor with respect to that New Asset and the process set out above shall apply to that further Asset Handover Notice.
- .9 If the Contractor has accepted (or is deemed to have accepted) a New Asset in accordance with this clause 42.4 (Asset Handover), the Contractor must not subsequently make any claim with respect to the Condition of the New Asset irrespective of whether or not any defect in the New Asset was evident from inspection or from the documentation provided to the Contractor in the Asset Handover Notice for the New Asset. The Contractor releases the Shire from any liability with respect to any defect in a New Asset which was accepted, or deemed to have been accepted, by the Contractor in accordance with clause 42.4.

42.5 **Measurement of Asset Inventory adjustments**

Asset Inventory Changes must be measured periodically (at intervals not more frequently than monthly) and a claim for adjustment included in the Contractor's next monthly claim.

42.6 **Replacement maintenance not an Asset Inventory Change**

An Asset Inventory Change will not occur if an Asset is removed and replaced by the Contractor as a normal part of the maintenance for that type of Asset.

However, if a Qualifying Change in Law requires a replacement Asset to be of a higher standard than an Asset which it is replacing, a Variation will be issued in accordance with clauses 31.3 and 40.1 (Direction of Variations). The value of the Variation will be the difference between:

- .1 the cost of supplying and installing an item of equivalent standard to the original Asset; and
- .2 the cost of supplying and installing an item of the higher standard.

43 Valuation of New Assets**43.1 Valuation for New Assets below Acceptable Standard**

If the Contractor has agreed with the Shire under clause 42.4.6 to provide the Services with respect to a New Asset even though the New Asset is not constructed to an Acceptable Standard, the value of the Asset Inventory Change must be determined by agreement between the parties or, if the parties cannot agree, by a reasonable valuation made by the Superintendent. In this event, the Asset Handover is deemed to occur on the 26th day after the date of the Asset Handover Notice or the date on which the valuation of the Asset Inventory Change is determined, whichever is the later.

43.2 Valuation following Mandatory Asset Handover Notice

If the Contractor has issued a Mandatory Asset Handover Notice with respect to any New Asset, the value of the Asset Inventory Change must be determined in accordance with the Rates for Asset Inventory Changes. If the Contractor successfully disputes the Mandatory Asset Handover Notice, the Contractor will be entitled to an additional amount determined by the Superintendent in accordance with clause 40.2 (Valuation of Variations) on the basis of the value of work that should have been done with respect to the New Asset to bring it up to the Acceptable Standard before the Asset Handover, provided that the Contractor has performed such work.

43.3 Apportionment between Component Prices

To enable incorporation into the Monthly Service Charge, the Superintendent must -

- .1 identify; and
- .2 apportion between the Component Prices to which the Continuing Variation relates -

the Annual Value of each Continuing Variation.

Where the Superintendent considers that the nature of a Continuing Variation so requires, a new Component Price may be added to the Monthly Service Charge Calculation Schedule as at the next Adjustment Date.

Part 8 – Excusing Events

44 Impact on time

- 44.1 If and to the extent that an Excusing Event prevents the Contractor from carrying out any element of the Services (other than Ordered Work) in accordance with an applicable Contractual Time Requirement, the Contractor is excused from performance of the affected element of the Services for the duration of the Excusing

Event. The Contractor must recommence performance of the affected element of the Services immediately after the Excusing Event ceases.

- 44.2 Notwithstanding clause 44.1, but subject to any other express provision of the Contract, the Contractor is not required to carry out any element of the Services beyond the end of the Contract Term.
- 44.3 The parties acknowledge that timely identification of disruptive or delaying events is beneficial to both parties and consistent with the Cleansing & Drainage Cleaning Objectives. Both parties agree to keep the Operations Team informed of things that may delay or disrupt the progress of any of the Services.

45 Directions to suspend Services

- 45.1 The Superintendent may direct the Contractor to suspend the whole or part of the performance of the Services for any reason for a period nominated by the Superintendent.
- 45.2 If the Superintendent directs a suspension because of a default, or negligent or wrongful act or omission, by the Contractor or any of the Contractor's Agents:
- .1 the Contractor is not entitled to make a claim against the Shire for losses or damages the Contractor may incur or sustain in connection with the suspension,
 - .2 if the Services which have been suspended are Services covered by the Monthly Service Charge, the Shire is entitled to reduce the Contractor's Monthly Service Charge payments for the period of the suspension by an amount which the Superintendent reasonably determines to be the amount attributable to the period of the suspension,
 - .3 if the Services which have been suspended are not covered by the Monthly Service Charge, the Shire is not required to pay the Contractor for such Services during the period of suspension (apart from amounts due for work performed in accordance with the Contract prior to the commencement of the period of suspension); and
 - .4 any costs and losses which the Shire incurs as a result of the suspension, as determined by the Superintendent, shall be a debt immediately due and payable by the Contractor to the Shire and may, at the discretion of the Shire, be deducted from any payment to the Contractor under this Contract or otherwise.
- 45.3 In the case of a suspension for any reason not referred to in clause 45.2, if the period of the suspension is likely to exceed 1 week, the Superintendent may direct that the suspension be valued as a Variation.

46 Costs of delays

- 46.1 Subject to any other provision of the Contract and to this clause 46, the Contractor may claim compensation for the direct cost impacts of any delay to the Services (other than Ordered Work) caused solely by a breach of the Contract or a negligent act or omission on the part of the Shire or an Agent of the Shire. The Contractor must use its best endeavours to prevent and minimise any such cost impacts.
- 46.2 The Contractor is not entitled to claim or receive any compensation under clause 46.1 if and to the extent that the delay arose out of or as a result of a direction or other action considered by the Shire or the Shire's Agent to be necessary or desirable due to an act, omission, default or unauthorised conduct by the Contractor or any of the Contractor's Agents.
- 46.3 To be eligible to claim compensation under clause 46.1, the Contractor must be able to demonstrate to the reasonable satisfaction of the Superintendent that the cost impacts claimed were incurred as a direct and sole result of the breach of the Contract or the negligent action by the Shire or an Agent of the Shire and were not due in any respect to a failure by the Contractor to comply with the Contract or to manage its affairs so as to prevent or minimise the impact of any delay.
- 46.4 Clause 46.1 is the Contractor's sole and entire entitlement to compensation for the cost impacts of any delay to the Services (other than Ordered Work) arising out of or as a result of an Excusing Event.

47 Relaxation of requirements

- 47.1 If an Excusing Event occurs and the Contractor's ability to achieve any Performance Standard is affected as a result, the Contractor is entitled to relief from strict compliance with the Performance Standard.
- 47.2 Unless otherwise agreed, the extent of such relief is a temporary waiver of the obligation to achieve the affected Performance Standard for a duration determined by the Superintendent having regard to the magnitude of the Excusing Event and its detrimental impact on the ability of the Contractor to carry out its obligations under the Contract. The Contractor's obligations recommence as soon as the waiver period ends.

Part 9 – Price & payment

48 Price

- 48.1 The Price, for each month during the Contract Term, is as determined in accordance with clause A2-1 (Payments Due), subject to clauses 49, 50, 51 and 52. The Price is payable by monthly amounts due.
- 48.2 The Price is deemed to include allowances for all fees, charges and costs incurred by the Contractor in performing the Services (including, without limitation, profit, overheads, preliminaries, attendance and supervision), except as expressly stated otherwise in this Contract.

49 Payments by the Shire

- 49.1 The Contractor must, not later than 10 Business Days following the end of each month, provide the Superintendent with a payment claim for the Price for that month.
- 49.2 The Superintendent must assess the Contractor's payment claim within 10 Business Days of receiving it and certify the net amount due to the Contractor from the Shire or the Shire from the Contractor, as the case may be.

The Superintendent's certification must take into account any amounts payable by the Contractor to the Shire or which the Shire is entitled to deduct from payments to the Contractor, whether under this Contract or otherwise.

No failure by the Superintendent to take into account any amount payable by the Contractor to the Shire or which the Shire is entitled to deduct from any payment to the Contractor shall constitute a waiver or release with respect to that amount and such amount may be taken into account in the certification of any subsequent payment claim or, at the option of the Shire, must be paid by the Contractor to the Shire within 10 Business Days of the Contractor's receipt of a tax invoice for the amount from the Shire.

The party to which payment is to be made in accordance with the Superintendent's certification must provide a tax invoice (in accordance with clause 52) for the amount certified as payable to the other party.

- 49.3 The Superintendent may issue a payment certificate at any time even if the Contractor has not lodged a payment claim.
- 49.4 Within 10 Business Days of the date of a party's receipt of a tax invoice issued by a party in accordance with the requirements of clauses 49.2 and 52, the party to which the tax invoice is addressed must pay the amount stated in the tax invoice (if it corresponds to the amount certified by the Superintendent) by electronic funds transfer to the other party's nominated bank account.

- 49.5 The Contractor's payment claim under clause 49.1 and the Superintendent's assessment under clause 49.2 (if it does not agree with the Contractor's claim) must be accompanied by work papers clearly setting out the derivation of all figures.

50 Valuation of payment claims

50.1 Monthly Service Charge

For the performance of the Core Services, the amount due to the Contractor is the Monthly Service Charge.

50.2 Other lump sums

For the performance of the Services to which a lump sum price (other than the Monthly Service Charge) applies, the amount due to the Contractor is the entire lump sum (if the lump sum is an amount per month) or an amount calculated by the Superintendent on a percentage complete or other appropriate basis to be the value of the work done during the month (in any other case). This calculation may be made on a pro-rata basis or by reference to a schedule of prices or by any other means that the Superintendent considers appropriate.

50.3 Payment valuation to include deductions

If the Shire intends to withhold or deduct money under any provision of the Contract (including under any Work Order Documents) or is required to do so by Law, the Superintendent should also include the amount to be withheld in the valuation of the claim (but failure to do so does not preclude the Shire from withholding or deducting that amount).

50.4 Payment valuation to include Service Point Liquidated Damages

If Service Point Liquidated Damages have been imposed or cancelled in accordance with clause 71 (Application of Service Points) at any time, the Superintendent must also take into account the applicable Service Point Liquidated Damages in valuing a payment claim (but failure to do so does not preclude the Shire from making the adjustment).

50.5 Payment not evidence of acceptance

Payments do not constitute evidence of the Shire's acceptance of any of the Services carried out by the Contractor or an admission that any of the Services have been carried out in accordance with the Contract (including, as applicable, any Work Order Documents).

50.6 Set off

Without limiting any other right of set-off which the Shire may have under the Contract or at Law, the Shire may deduct by way of set off from any payment due to the Contractor under the Contract an amount equivalent to any sum then due and payable to the Shire or the amount of any bona fide claim to money it may then have against the Contractor with respect to the Contract.

50.7 Interest

Any late payment of amounts that are properly due and payable by either party to the other under the Contract (including a previously disputed amount) will incur simple interest at the Default Rate from the day after the date on which the payment was due to (and including) the date of payment.

51 Payment of employees and subcontractors

51.1 The Contractor must include in each payment claim submitted to the Superintendent under 49.1 certification that the Contractor has:

- .1 paid all wages and allowances then owing to its employees in respect of or in connection with the performance of the Services,
- .2 paid all amounts then due and payable to its subcontractors in respect of or in connection with the performance of the Services, and
- .3 made any payments that it is then required to make in respect of the Contractor's Plant.

51.2 The Superintendent may require that certification by the Contractor under clause 51.1 is confirmed by a statutory declaration.

51.3 If the Contractor does not provide the certification under clause 51.1 or the statutory declaration under clause 51.2, the Shire may:

- .1 withhold any payment which would otherwise be due to the Contractor under this Contract, and
- .2 retain the withheld amount or amounts until it has been provided with evidence to the satisfaction of the Superintendent that all wages and allowances due to the Contractor's employees or amounts due to the Contractor's subcontractors or such third parties have been paid. The Superintendent must give notice to the Contractor of the withholding of any moneys by the Shire under this clause. If no such evidence is provided to the Superintendent within 7 days of the Superintendent giving notice to the Contractor that it is withholding payment, the Shire may pay to the Contractor's employees any wages and allowances, or to the subcontractors and such third parties any amounts, which appear to be unpaid, to the extent of the moneys which have been withheld from payments to the Contractor.

Nothing in this clause in any way obliges the Shire to make any payment to any of the Contractor's employees or subcontractors or any other parties. Any payments that are made by the Shire under this clause are deemed to have been made on behalf of the Contractor and the amount of the payments may be deducted by the Shire from any amounts due to the Contractor under this Contract.

52 GST

- 52.1 Prices and rates in this Contract are exclusive of GST, unless otherwise expressly stated.
- 52.2 Without limiting any other right to payment, a party making a taxable supply to the other party under or with respect to this Contract is entitled to charge the other party for the amount of any GST payable by the first party with respect to the taxable supply.
- 52.3 The party making any taxable supply under or with respect to this Contract must provide the other party with a valid tax invoice at the time of claiming payment.
- 52.4 Terms used in this clause 52 (GST) have the meanings given to them by the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Part 10 – Insurances and indemnity

53 Insurances to be held

- 53.1 Before commencing any work under the Contract, the Contractor must provide certificates of currency as evidence to the Superintendent in accordance with clause 62 that the Contractor has effected the following insurances and paid all premiums for such insurances:
 - .1 workers compensation insurance in accordance with clause 54 (Workers compensation insurance),
 - .2 a public liability policy of insurance in accordance with clause 55 (Public liability insurance),
 - .3 Professional indemnity insurance in accordance with clause 56 (Professional indemnity insurance),
 - .4 Motor vehicle comprehensive insurance in accordance with clause 57 (Motor vehicle insurance),
 - .5 Construction Risks Insurance in accordance with clause 58 (Construction Risks Insurance).
- 53.2 If the Superintendent forms the opinion that any certificate of currency as required by clause 53.1, is deficient in detail, e.g. does not disclose exclusions, the Superintendent may require that additional evidence of insurance be provided by the Contractor.

54 Workers compensation insurance

54.1 The Contractor's workers compensation insurance must:

- .1 cover the Contractor for workers compensation and related liabilities in accordance with the requirements of any applicable Law,
- .2 be for an amount not less than the minimum required by Law, and
- .3 be maintained at all times during the Contract Term and until the completion of all of the Contractor's obligations under the Contract.

54.2 The Contractor indemnifies the Shire and its Agents against any liabilities, costs, penalties or additional premiums they may incur arising, whether directly or indirectly, from any provision of a Law relating to workers compensation which:

- .1 deems any Agent of the Contractor to be an employee or worker of the Shire or of an Agent of the Shire, or
- .2 otherwise makes the Shire or any of its Agents in any way responsible for, or liable to pay any monies to or in respect of, such persons, except for liabilities arising directly from the negligence of the Shire or any of its Agents.

54.3 The Contractor must also ensure that every subcontractor to the Contractor is insured for workers compensation and related liability in accordance with the requirements of all applicable Laws at all times when that subcontractor is undertaking work or services connected with the Contract.

55 Public liability insurance

The Contractor must, at all times during the Contract Term and until the completion of all of the Contractor's obligations under the Contract, be the holder of a current public liability policy of insurance. The public liability policy of insurance must:

- .1 cover the liability of the Contractor and its Agents to the Shire, and
- .2 be for an amount per occurrence of at least \$30 million or the amount determined in accordance with clause 59.2 (Review of insurance levels), whichever is the greater.

56 Professional indemnity insurance

56.1 The Contractor must, at all times during the Contract Term and for 10 years after the completion of all of the Contractor's obligations under the Contract, be the holder of a current professional indemnity insurance. The professional indemnity policy of insurance must:

- .1 cover the Contractor for errors in inspection, documentation, supervision, other professional duties of, or assessments made

by, the Contractor in the course of performing the Contract and any other activities forming part of the Services which are capable of being covered under such a policy, and

- .2 be for an amount per occurrence and in the aggregate of \$10 million or the amount determined in accordance with clause 58 (Review of insurance levels), whichever is the greater.

56.2 The Contractor must also ensure that every subcontractor to the Contractor complies with clause 56.1 as if it were the Contractor if such Contractor is to perform any activities capable of being covered under professional indemnity insurance and the amount of insurance cover shall be such amount as considered reasonable having regard to the volume and value of the subcontract works being provided.

57 Motor vehicle insurance

57.1 The Contractor must, at all times during the Contract Term and until the completion of all of the Contractor's obligations under the Contract, be the holder of a current comprehensive motor vehicle insurance policy. The comprehensive motor vehicle policy of insurance must:

- .1 cover the Contractor and others for damage caused to property by any registered motor vehicles owned or used by the Contractor directly in connection with performance of the Contract, and
- .2 be for an amount per occurrence of \$25 million or the amount determined in accordance with clause 58 (Review of insurance levels), whichever is the greater.

57.2 The Contractor must also ensure that every subcontractor to the Contractor complies with clause 57.1 as if it were the Contractor if such Contractor is to perform any activities capable of being covered under comprehensive motor insurance and the amount of insurance cover shall be such amount as considered reasonable having regard to the volume and value of the subcontract works being provided.

58 Construction Risks Insurance

The Contractor must, at all times during the Contract Term and until the completion of all of the Contractor's obligations under the Contract, have in place Construction Risks Insurance with insurers and on terms satisfactory to the Superintendent.

59 Review of insurance levels

59.1 The levels of insurance required by the Contract will be reviewed and determined by the Superintendent every three years as part of the

Annual Review. Any additional cost incurred by the Contractor as a result of a determination under this clause will be valued as a Variation.

- 59.2 The risk of any premium increases that occur during the Contract Term (except to the extent that they result from an increase in the level of cover determined in accordance with clause 59.1) is to be borne by the Contractor (on the understanding that this risk will be adequately addressed by Indexation in accordance with the Contract).

60 Policy requirements

- 60.1 All the insurance policies required by clauses 55, 56 and 57 must be effected with insurers authorised to carry on non-life insurance business in Australia under the *Insurance Act 1973* (Cth).

- 60.2 The public liability policy of insurance required by clauses 55 (Public liability insurance), must:

- .1 cover the Shire as an additional insured party in respect of liabilities arising out of the Contractor's performance of the Services, and

- 61 include a cross liability clause in which the insurer agrees to waive all rights of subrogation, except where the rights of subrogation or recourse are acquired in consequence or otherwise following a Vitiating Act in which circumstances insurers may enforce such rights notwithstanding the continuing or former status of the vitiating party as an insured.

62 Evidence of insurance

The Contractor must provide the Superintendent with certificates of currency as evidence, to the satisfaction of the Superintendent, of the currency of the insurances required by the Contract at least 7 days prior to the Commencement Date, at each anniversary of the Commencement Date and at any other time within 2 Business Days of a written direction by the Superintendent.

63 Indemnity

The Contractor must indemnify, keep indemnified and hold harmless the Shire and the Shire's Agents from and against all actions, claims, losses, damages, penalties or costs (including, without limitation, all indirect and consequential losses, damages and arising from, related to, or connected with property damage or personal injury costs on a full indemnity basis) arising out of or in connection with any breach of the Contract by the Contractor, or an Agent of the Contractor, any breach of any Law by the Contractor or an Agent of the Contractor or any negligent or wrongful act or omission of the Contractor or an Agent of the Contractor in the performance or purported performance of the obligations of the Contractor under this Contract.

Part 11 – Security

64 Performance security

- 64.1 The Contractor must ensure that the Shire holds a Performance Security provided by the Contractor in accordance with this clause at all times during the Contract Term and for the further period until the Performance Security is required to be returned in full under clause 64.5.
- 64.2 Each Performance Security provided by the Contractor must be a perpetual, irrevocable and unconditional bank guarantee for an amount of 5% of the amount determined by multiplying the MSC by 12 (Indexed) and must be in a form, and from a bank, approved by the Shire.
- 64.3 The initial Performance Security must be delivered to the Superintendent immediately upon execution of this Contract, and as a precondition to the making of any payment by the Shire to the Contractor.
- 64.4 The Shire must release any superseded Performance Security within 5 Business Days of receiving the replacement Performance Security.
- 64.5 The Shire must return the Performance Security (or the balance thereof, if any, remaining after the exercise of a right of recourse) to the Contractor as follows:
- .1 1 of the 2 bank guarantees for the last year of the Contract Term at the conclusion of the Contract Term; and
 - .2 the other bank guarantee for the last year of the Contract Term on the last to occur of (1) expiry of the last Defects Liability Period under the Contract, and (2) the date 13 months after the conclusion of the Contract Term.
- 64.6 If the Shire exercises a right of recourse to the Performance Security, the Contractor must, if directed by the Shire at any time prior to the last to occur of the events referred to in clause 64.5, provide a supplementary bank guarantee payable to the Shire to top up the Performance Security to the amount the Shire would then have been holding if it had not exercised its right of recourse.
- 64.7 The Shire is entitled to have recourse to the Performance Security at any time: to recover any moneys owing from the Contractor to the Shire under the Contract or otherwise.

Part 12 – Completion obligations

65 Defects Liability Periods

65.1 It is agreed that:

- .1 for the Routine Maintenance Services carried out within the last 3 months prior to the conclusion of the Contract Term or the earlier termination of the Contract there will be a Defects Liability Period for 3 months from the date on which they are completed,
- .2 for each Programmed Maintenance Service carried out within 12 months prior to the conclusion of the Contract Term or the earlier termination of the Contract there will be a Defects Liability Period for 12 months from its completion,
- .3 for each service that is not paid by a Monthly Service Charge (other than one which comprises temporary repairs) there will be a Defects Liability Period for 12 months from its Date of Completion, and

65.2 If a defect in workmanship or materials becomes apparent during a Defects Liability Period, the Contractor must attend and rectify the defect at its own cost at a time directed by the Superintendent. Upon completion of the rectification work, a further Defects Liability Period of equal length to the original Defects Liability Period shall apply with respect to the rectification work from the date of completion of the rectification work, as certified by the Superintendent.

65.3 This clause shall survive the expiry of the Contract Term or earlier termination of the Contract. This clause does not in any way limit the Contractor's obligations to provide the Services during the Contract Term.

66 Transfer to new contractor

66.1 The Contractor must co-operate with the Shire and do all things reasonably required to assist the orderly transfer of the Services to another contractor in anticipation of and following the end of the Contract Term or the earlier termination of the Contract.

66.2 Without limiting the Contractor's obligations under clause 66.1, the Contractor must:

- .1 update and demonstrate the accuracy of all databases and inventories, including the asset management database and the maintenance achievement records relating to all physical works carried out by the Contractor in the last Contract Year of the Contract Term; and
- .2 complete all unfinished works, co-operate with the Shire in relation to the transition to a new contractor and perform such

other transitional services as the Shire may reasonably determine.

The Contractor shall not be entitled to any additional payment with respect to the performance of its obligations under this clause 66.

67 Completion of obligations

On expiry of the Contract Term or earlier termination of the Contract, the Contractor must:

- .1 leave the Assets in the Condition required by the Contract,
- .2 subject to the terms of any lease or licence then in place between the parties, vacate any property of the Shire that has been made available to the Contractor for the purposes of providing the Services,
- .3 demonstrate to the Shire that it has met all of its obligations under the Contract, and
- .4 deliver to the Shire all records of the Contractor relating to the Services or the Assets.

The Contractor shall not be entitled to any additional payment with respect to the performance of its obligations under this clause 67.

68 Continuing obligations

Any provision of the Contract which is expressed to survive the termination of the Contract or the expiry of the Contract Term or which, although not so expressed, needs to survive the termination of the Contract or the expiry of the Contract Term to protect the presumed intentions of the parties as evidenced by the Contract, continues until the first to occur of:

- 68.1 full compliance with the relevant obligation, or
- 68.2 7 years from the date of termination of the Contract or the expiry of the Contract Term.

Part 13 – Dispute resolution

69 Disputes

- 69.1 It is the intention of the parties that, wherever possible, issues will be resolved at the level of the Superintendent or by reference to the Senior Representatives before they become disputes or differences.
- 69.2 Notwithstanding clause 69.1, if a dispute (including a difference) arises between the Shire and the Contractor, either during the Contract Term or after the termination of the Contract or expiry of the Contract Term, as to any matter or thing connected with or arising under this Contract, either party may give to the other party a notice of the dispute.

- 69.3 Such notice must:
- .1 indicate that it is a notice under this clause, and
 - .2 give sufficient details of the dispute as to enable the party receiving the notice to ascertain the nature of the dispute alleged.
- 69.4 Within 5 Business Days of the date of receipt of any notice of dispute under this clause by the party on which it is served ("Receipt Date"), the parties must each appoint a senior executive (not being a Senior Representative or the Superintendent or any other person ordinarily involved in the management of the Contract) with authority to resolve the dispute. Within 10 Business Days of the Receipt Date, the appointed executives of the parties must meet and must attempt in good faith to resolve the dispute.
- 69.5 If the appointed executives are unable to resolve the dispute within 20 Business Days of the Receipt Date (or within such longer period as the senior executives agree is appropriate), either party may litigate the dispute.
- 69.6 The parties may use any form of dispute resolution mechanism on which they agree to resolve any dispute, including arbitration, mediation and expert determination. Nothing in this clause 69.6 is intended, however, to prevent a party initiating litigation with respect to a dispute, provided that the party has followed the process set out in clauses 69.2, 69.3, 69.4 and 69.5.
- 69.7 If reasonably possible, performance of obligations under the Contract must continue during arbitration or legal proceedings, and no payment due or payable by the Shire that is not in dispute must be withheld on account of the arbitration or legal proceedings, unless so authorised by the Contractor or by the Contract, provided that nothing in this clause 69 is intended to prevent a party terminating the Contract in accordance with an entitlement under the Contract or in response to a repudiation of the Contract by the other party.

Part 14 – Force Majeure

70 Force Majeure and its effects

- 70.1 If by reason of a Force Majeure Event occurring either party is wholly or partially unable to carry out its obligations under the Contract (other than any obligations to pay any money), that party must, as soon as it becomes aware of the Force Majeure Event, give to the other party prompt notice of the Force Majeure Event together with full particulars of all relevant matters including:
- .1 details of the Force Majeure Event,
 - .2 details of the obligations affected,

- .3 details of the action that the party has taken to remedy the situation and details of the action that the party proposes to take to remedy the situation,
- .4 an estimate of the time during which the party will be unable to carry out its obligations due to the Force Majeure Event,
- .5 an estimate of the costs that the party will incur to remedy the situation and the proposed funding arrangements, and
- .6 details of all insurance moneys which the party will be able to rely upon in making good damage caused by the Force Majeure Event,

and the parties must promptly meet and endeavour to identify an alternate viable means of providing those Services which are affected by the Force Majeure Event as described in the notice given under this clause.

- 70.2 Upon the notice under clause 70.1 having been given, the party giving the notice must provide the other party with all further relevant information pertaining to the Force Majeure Event.
- 70.3 The obligations of the parties will be suspended but only to the extent that and for so long as the obligations are genuinely adversely affected by the Force Majeure Event.
- 70.4 The party that has issued a notice of a Force Majeure Event under this clause 70 will not be deemed to be in default under this Contract for any failure or delay in the observance or performance of any obligations under this Contract (other than the terms of this clause) which are genuinely adversely affected by the Force Majeure Event.
- 70.5 The party that has issued a notice of a Force Majeure Event must use its best endeavours to mitigate and remedy the effects of the Force Majeure Event promptly including making reasonable expenditures of funds. Nothing in this clause requires the Contractor to expend funds and undertake work on the Assets or other property of the Shire, over and above expenditure and work that falls within the ordinary scope and volume of the paid Services, unless it is directed to do so as a Non-Continuing Variation.
- 70.6 Subject to clause 70.7, the suspension of the obligations of the parties due to a Force Majeure Event ends when the party that has issued the notice of the Force Majeure Event is able to recommence fulfilment of its obligations pursuant to this Contract at which time that party must issue a notice to that effect to the other and recommence the performance of the obligations the subject of the original notice. Upon recommencement of the performance of the obligations, a party must not invoke the provisions of this clause in regard to the same Force Majeure Event or any event consequent upon or related to the event which gave rise to the giving of the notice of the Force Majeure Event.
- 70.7 If a party is rendered wholly or partially unable to carry out its major obligations under this Contract by a Force Majeure Event for a period of more than 3 consecutive months, the parties shall meet in an endeavour

to identify any alternate viable means to provide the suspended Services and failing an alternate means being agreed within 1 month of the end of the 3-month period, either party may terminate this Contract immediately by notice.

- 70.8 Nothing in this clause requires the Contractor to claim under this clause if it considers that an appropriate remedy is available under the provisions of the Contract relating to Excusing Events.
- 70.9 The Shire is not required to pay the Contractor for any Service that is not provided during and as a consequence of a Force Majeure Event.

Part 15 –Performance Standards defaults

71 Application of Service Points

71.1 Superintendent may apply Service Points at any time

The Superintendent may impose Service Points at any time if the Contractor -

- .1 has failed to achieve a Performance Standard (other than as a consequence of an Excusing Event); and
- .2 has been given an opportunity to Rectify the failure or to show cause under clause 71.9 (Service Point show cause) and has not done so to the Superintendent's satisfaction -

("Performance Default")

In imposing Service Points, the Superintendent must determine:

- .3 the number of Service Points to be imposed (in accordance with clause 71.2); and
- .4 whether Service Point Liquidated Damages (determined in accordance with clause 71.3) are to be imposed.

71.2 Number of Service Points

The Superintendent must take account of all factors which he or she reasonably considers to be relevant in determining the number of Service Points to be imposed in respect of a Performance Default.

Relevant factors include, without limitation, the following:

- .1 the level of severity and impact of the Performance Default (including, as relevant, whether there is any material impact on the Assets or whether public safety has been put in jeopardy);
- .2 whether the Performance Default results from a single event or omission, or an ongoing and persistent course of conduct;

- .3 whether factors beyond the Contractor's control have caused or contributed to the Performance Default; and
- .4 any element of double jeopardy (where one single event has caused a failure against more than one Performance Standard or a failure against a Performance Standard in more than one respect).

The maximum numbers of Service Points that can be awarded in respect of any single Performance Default are set out in Schedule 3 (Service Points).

71.3 Applying Service Point Values

If Service Points have been imposed on the Contractor with respect to any Performance Default, the Superintendent must determine if:

- .1 Service Point Liquidated Damages are to be imposed with respect to the Service Points;
- .2 Service Points Liquidated Damages are not to be imposed with respect to the Service Points; or
- .3 the Service Points are to be suspended.

Service Point Liquidated Damages must only be applied with respect to Service Points where the Superintendent reasonably considers that:

- .4 there are significant actual or potential financial or community consequences arising from the relevant Performance Default;
- .5 the nature or circumstances of the relevant Performance Default indicates a disregard by the Contractor for its contractual obligations (for example, where the failure to achieve a Performance Default is repeated);
- .6 the relevant Performance Default has resulted in a material windfall or financial or other benefit for the Contractor; or
- .7 the Shire has suffered or incurred a material loss as a result of the relevant Performance Default.

The Superintendent may determine that the Service Points are to be suspended for a period of up to 12 months from the date on which the Service Points are imposed.

If the Superintendent determines that Service Point Liquidated Damages are to be imposed with respect to any Service Points, the amount of the Service Point Liquidated Damages must be determined in accordance with the following formula:

$$A = B \times C$$

Where:

- A = the Service Point Liquidated Damages;
- B = the number of Service Points; and
- C = the Service Point Value (Indexed).

71.4 Impact of Service Point application

In the event of the Contractor being awarded a total of 100 or more Service Points in any 3-month period, the Shire may issue the Contractor with a Termination Show Cause Notice.

In the event of the Contractor being awarded a total of 250 points in any Contract Year, the Shire may give notice of termination of the Contract in accordance with clause 74 (Powers on Contractor default) without the need for a Termination Show Cause Notice.

71.5 SMT may recommend cancellations at Annual Review

The Service Management Team may make a recommendation to the Superintendent for the cancellation of any Service Points or Service Point Liquidated Damages as part of any Annual Review report:

- .1 where the Performance Default for which the Service Point or Service Point Liquidated Damages were imposed has been Rectified without material loss to the Shire or unfair gain to the Contractor and the Contractor has provided reasonable evidence that the relevant type of Performance Default will not be repeated; or
- .2 where the Annual Review determines that the Contractor has achieved the Performance Standard for which the Service Points had previously been imposed and the Contractor has provided reasonable evidence that the relevant type of Performance Default will not be repeated; or
- .3 where, for any other reason, the Service Management Team considers it reasonable to cancel some or all of the Service Points.

71.6 Superintendent's powers

Subject to clause 71.7 and without limiting any other provision of the Contract, the Superintendent has power to cancel Service Points or Service Point Liquidated Damages following any Annual Review.

If the Superintendent determines to cancel any Service Point Liquidated Damages which have already been deducted from a payment to the Contractor, the amount of the Service Point Liquidated Damages must be included in the next monthly payment to the Contractor.

71.7 Factors to be considered by Superintendent

The Superintendent must apply the same factors and principles in making any determination under clause 71.6 (Superintendent's

powers) with respect to the cancellation of Service Points and Service Point Liquidated Damages as the Superintendent is required to apply in clauses 71.2 (Number of Service Points) and 71.3 (Applying Service Points Values), and must take into consideration any recommendation of the SMT under clause 71.5 (SMT may recommend cancellations at Annual Review).

71.8 Determination of failure to achieve a Performance Standard

For the purposes of clause 71.1.1, the Superintendent must determine the question of whether the Contractor has failed to achieve a Performance Standard having regard to the process and evidence and relevant factors set out in schedule 2 (Performance Standards Review).

71.9 Service Point Show Cause

If at any time the Superintendent considers that the Contractor has failed to achieve a Performance Standard, the Superintendent must:

- .1 notify the Contractor in writing of:
 - (a) the Performance Standard which the Superintendent considers that the Contractor has failed to achieve; and
 - (b) the respect (or respects) in which the Superintendent considers that the Contractor has failed to achieve the Performance Standard; and
- .2 allow the Contractor 10 Business Days to Rectify the Performance Default, prepare a comprehensive plan at their own cost for the Rectification of the Performance Default or otherwise show cause, in writing, why Service Points or Service Point Liquidated Damages should not be imposed.

Nothing in clause 71.9 is intended to alter or abrogate any other right or obligation of a party under the Contract with respect to, or in connection with, a Performance Default.

71.10 Reserved Rights

If, in accordance with clause 71.9.2, the Contractor submits a plan for the Rectification of a Performance Default, the Superintendent may consider whether the plan offers reasonable assurance that the Rectification will occur within a reasonable time. In response to a plan, the Superintendent may elect to suspend a decision as to whether Service Points or associated Service Point Liquidated Damages should be imposed until the Contractor has implemented the plan or the time for implementation of the plan has passed.

Nothing in this clause 71 shall operate to prevent the Shire or the Superintendent taking action with respect to any breach of the Contract.

Part 16 – Default and termination

72 Right to do and charge

If the Contractor does not carry out an obligation under the Contract within the time required by the Contract, the Shire may, after giving the Contractor notice of the default and a reasonable opportunity (having regard to the nature and urgency of the requirement) to rectify it, perform the obligation itself and recover the cost of doing so from the Contractor.

73 Termination show cause notice

73.1 The Shire may give notice to the Contractor requiring it to show cause why the powers contained in clause 74 (Powers on Contractor default) should not be exercised where the Contractor:

- .1 defaults in the performance or observance of any obligation under the Contract; or
- .2 refuses or neglects to carry out or give effect to any written order, instruction, direction or determination given or made by the Shire or the Superintendent pursuant to the Contract.

73.2 A Termination Show Cause Notice must:

- .1 not be unreasonably given,
- .2 indicate that it is a notice under this clause, and
- .3 specify the grounds upon which it is based.

74 Powers on Contractor default

74.1 If:

- .1 the Contractor fails to show cause, within 7 Business Days after receipt of a Termination Show Cause Notice, which in the opinion of the Shire offers reasonable assurance that the default or other grounds of notice will be rectified in a prompt and timely fashion and the Contract satisfactorily completed in accordance with its terms, or
- .2 a clause of the Contract entitles the Shire to do so without the need for a Termination Show Cause Notice,

the Shire, without prejudice to any other rights that it may have under this Contract or at common law against the Contractor, may:

- .3 suspend payment under the Contract, or
- .4 terminate the Contract by notice to the Contractor.

74.2 The suspension of payment under this clause by the Shire, will not in any way affect the continuing obligations of the Contractor under the

Contract. Suspension of payment may be continued until the default has been rectified to the Superintendent's satisfaction.

75 Termination for Contractor insolvency

75.1 The Shire may terminate the Contract immediately if the Contractor:

- .1 being a partnership:
 - (a) is dissolved;
 - (b) any of the things identified in clause 75.1.2 happens to any of the partners which is a company;
 - (c) any of the partners becomes bankrupt, or files or is served with a petition in bankruptcy;
 - (d) any of the partners is served with a bankruptcy notice;
 - (e) any of the partners makes an assignment for the benefit of his, her or its creditors;
 - (f) any of the partners becomes bound as a debtor by any scheme of arrangement;
 - (g) any of the partners executes, as a debtor, any deed of assignment or deed of arrangement; or
 - (h) any of the partners has a mortgagee or other creditor take possession of any of his, her or its assets, or
- .2 being a company:
 - (a) takes, or has taken or instituted against it, any action or proceeding, whether voluntary or compulsory, having as its object the winding-up of the company,
 - (b) an administrator is appointed, or steps are taken for the appointment of an administrator, under any relevant Law in respect of it,
 - (c) enters into a composition or other arrangement with its creditors, other than a voluntary winding-up by members for the purpose of reconstruction or amalgamation,
 - (d) has a mortgagee or other creditor take possession of any of its assets, or
 - (e) a receiver or receiver and manager is appointed, or steps are taken for the appointment of a receiver or receiver and manager, in respect of it.

76 Payments on termination for default or insolvency

76.1 If the Contract is terminated by the Shire under clause 74 (Powers on Contractor default) or 75 (Termination for Contractor insolvency), the

Shire must pay the Contractor the Price due in respect of any part of the Services which have been properly performed and not paid for at the date of termination less the sum of:

- .1 any amount the Shire is entitled to recover from the Contractor under the Contract, and
 - .2 the amount of any damages or losses suffered or incurred by the Shire as a consequence of, or in connection with, any default by the Contractor or as a consequence of the exercise by the Shire of its power of termination (including, without limitation, the cost of making good any defaults in the Contractor's performance of the Services, any amount by which the cost to the Shire of completing the Services which should have been performed in the remainder of the Contract Term exceeds the amount which would otherwise have been payable to the Contractor, the cost to the Shire of providing emergency and temporary services, and losses, and all legal costs on a full indemnity basis).
- 76.2 The amount payable under this clause 76 is to be determined by the Superintendent and notified to the parties. The determination must be accompanied by details of the underlying calculations and the reasons for the determination.
- 76.3 If the amount payable under this clause as determined by the Superintendent is a positive amount, it must be paid by the Shire to the Contractor within 10 Business Days of receipt of notice of the Superintendent's determination.
- 76.4 If the amount payable under this clause as determined by the Superintendent is a negative amount, it must be paid by the Contractor to the Shire within 10 Business Days of receipt of notice of the Superintendent's determination.
- 76.5 Nothing in this clause affects clause 68 (Continuing obligations).

77 Termination for convenience

- 77.1 The Shire may terminate the Contract at any time on 3 months' notice for its convenience.
- 77.2 If the Contract is terminated by the Shire under this clause, the Shire must pay the Contractor:
- .1 the Price due in respect of any part of the Services which have been properly performed and not paid for at the date of termination,
 - .2 an amount to reimburse the Contractor for all materials and other items purchased by the Contractor for the Services (apart from items or materials already paid for as part of the Price), provided that good title to and possession of those items or materials passes to the Shire upon payment,

- .3 an amount to reimburse the Contractor for all demobilisation costs reasonably and necessarily incurred by the Contractor as a consequence of the early termination,
- .4 an amount to reimburse the Contractor for all redundancy and employee relocation costs reasonably and necessarily incurred by the Contractor as a consequence of the early termination,

but without any allowance for loss of profit suffered by the Contractor.

- 77.3 The Contractor has a duty to do what it reasonably can to ensure that the costs recoverable from the Shire under clause 77.2 are minimised. The Contractor must consult with the Shire prior to incurring costs under clause 77.2.3 (demobilisation) and clause 77.2.4 (redundancy and employee costs).
- 77.4 Without limiting anything in clause 77.2, amounts recoverable by the Contractor under clause 77.2 include costs incurred by an Agent of the Contractor where it is reasonable for the Agent to seek reimbursement of those costs from the Contractor.
- 77.5 The amount payable under this clause is to be determined by the Superintendent and notified to the parties within 10 Business Days after receipt of a payment claim from the Contractor (which payment claim must not, unless otherwise agreed, be submitted until after the actual date of termination of the Contract). The Superintendent's determination must be accompanied by details of the underlying calculations and the reasons for the determination.
- 77.6 If the amount payable under this clause as determined by the Superintendent is a positive amount, it must be paid by the Shire to the Contractor within 10 Business Days of receipt of notice of the Superintendent's determination.
- 77.7 If the amount payable under this clause as determined by the Superintendent is a negative amount, it must be paid by the Contractor to the Shire within 10 Business Days of receipt of notice of the Superintendent's determination.
- 77.8 Nothing in this clause affects clause 68 (Continuing obligations).

78 Termination by the Contractor

- 78.1 If the Shire has failed to pay to the Contractor any amount due under the Contract (other than an amount which is the subject of a dispute or difference under the Contract or any legal proceedings commenced in respect of the Contract), within 10 Business Days after it becomes payable in accordance with the Contract, the Contractor may give notice to the Shire stating that notice of termination under this Contract may be served if payment is not made within a further 10 Business Days. If the Shire fails to make payment within 10 Business Days of receipt of such notice, the Contractor may, by further notice to the Shire, either suspend the performance of the Services or terminate the Contract. Any suspension of the performance of the Services under this clause does not prevent the

Contractor later terminating the Contract, including during any period that the performance of the Services is suspended.

- 78.2 Upon termination of the Contract by the Contractor under this clause, without prejudice to the accrued rights or remedies of either party or the other liabilities of the parties, the Superintendent must make a determination in accordance with clause 77 (Termination for convenience) and payment must be made in accordance with that clause.

Part 17 – General

79 Notices

- 79.1 A notice required or permitted to be given by a party, body or person to another party, body or person under this Contract must be legible and in writing and must be addressed to the recipient party at the facsimile number or the address given in Schedule 1 (Contract Details) or at any other facsimile number or address for the service of notices of which that party, body or person gives notice to all parties, bodies and persons for whom the facsimile number and address details are given in Schedule 1.
- 79.2 A notice given to a party, body or person in accordance with this clause 79 must be treated as having been duly given and received:
- .1 if handed to the party's representative, immediately,
 - .2 if delivered to a party's address, on the day of delivery,
 - .3 if sent by pre-paid mail, on the third day after posting, or
 - .4 if transmitted by facsimile to a party's facsimile number and a correct and complete transmission report is received, on the day of transmission.

80 Relationship between the parties

- 80.1 There is no partnership, or intention to create a partnership, between the parties and no fiduciary duties.
- 80.2 If the Contractor consists of two or more parties:
- .1 this Contract binds the parties comprising the Contractor severally and jointly; and
 - .2 a representation, warranty or undertaking made by one of the parties comprising the Contractor is made by each and all of them.

80.3 The Contractor must not:

- .1 hold itself out as being an agent of the Shire or being in any other way entitled to make any contract on behalf of the Shire or to bind the Shire to the performance, variation, release or discharge of any obligation, or
- .2 hold out its Agents, or allow its Agents to hold themselves out, as being employees or agents of the Shire.

81 Legal operation

- 81.1 The Contract does not fetter or restrict the powers or discretions of the Shire in the exercise of its statutory functions.
- 81.2 The rights and remedies of a party under the Contract are not waived by any representation, statement or conduct unless a notice of an express intention to waive rights and remedies is given to the other party in writing.
- 81.3 If a provision of the Contract is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable. If it is not possible to read down a provision as required in this clause, the offending part of the provision is severable without affecting the validity or enforceability of the remainder of the Contract.
- 81.4 This Contract may be amended only by a written instrument duly executed by the parties.
- 81.5 For the avoidance of doubt, the parties agree that, notwithstanding the date of execution of the Contract, the Services provided to the Shire by the Contractor on and from the Commencement Date are governed by the Contract.

82 Entire agreement

The Contract constitutes the whole understanding between the parties and embodies all terms and conditions under which the Services are to be performed by the Contractor. All previous negotiations and understandings between the parties on this subject matter cease to have effect from the Commencement Date.

83 No assignment

- 83.1 The Contractor must not assign any of its rights, or novate any of its rights or obligations, under the Contract, except with the prior written consent of the Shire.
- 83.2 Consent to assignment or novation may be given subject to any conditions which the Shire considers appropriate. All reasonable internal and external costs of the Shire (including reasonable legal and other consultants' costs) in considering and documenting any assignment or novation requested by the Contractor must be met by the Contractor.

- 83.3 For the purposes of this clause 83, an assignment of the Contractor's rights under this Contract includes any change in the beneficial ownership of the share capital of the Contractor, if it is a company, which alters the effective control of the Contractor.

84 Changes to the Contract

All changes to the Contract (other than changes authorised and made in accordance with an express provision of the Contract) must be agreed in writing by the parties.

85 Governing law and jurisdiction

This document is governed by Victorian law and the parties submit to the non-exclusive jurisdiction of the courts of Victoria.

Part 18 – Interpretation

86 Document change management

- 86.1 So as to identify and keep track of changes to the Contract Documents, the Superintendent will, within 10 Business Days of the date of execution of the Contract:
- .1 compile 2 complete sets of the Contract and provide one of those sets to the Contractor, and
 - .2 establish and thereafter maintain up to date at all times a Contract Document register containing:
 - (a) the then current version number and date of each Contract Document,
 - (b) a summary of all agreed changes made to the Contract Documents including the date on which each version or revision became effective (for example the date of any applicable Variation direction), and
 - (c) a copy of all superseded Contract Documents.
- 86.2 Each party must ensure that procedures are in place and enforced to ensure that the persons administering the Contract or performing any Services have at all times access to the Current version of the Contract and that outdated versions are withdrawn from use. Where documents are kept in electronic format, a back-up must be kept and the media must be tested from time to time and updated where appropriate to ensure ongoing accessibility and integrity of the records.
- 86.3 If there is a discrepancy between a version of a Contract Document and any other version, the Current version held by the Superintendent in the Contract Document register prevails (subject to proven error, negligence or fraud).

- 86.4 For the purposes of any dispute, claim or action under or concerning the Contract, the Contract Document register held by the Superintendent will be conclusive as to the terms of the Contract applicable at the 'point in time' relevant to the dispute (subject to proven error, negligence or fraud).
- 86.5 The Contractor is entitled to have access to a hard copy and to a write-protected soft copy of the Contract Document register at any time upon the giving of reasonable notice.

87 Interpretation

- 87.1 The following rules apply in the interpretation of this Contract, except where the context or words used indicate otherwise:
- .1 headings and underlining are for convenience only and do not affect interpretation,
 - .2 words expressed in the singular include the plural and vice versa,
 - .3 a reference to a gender includes a reference to each other gender,
 - .4 where a term is assigned a particular meaning, other grammatical forms of that term have corresponding meanings,
 - .5 a reference to a person includes a reference to a firm, corporation or other corporate body and vice versa,
 - .6 a reference to any Law is a reference to any Law amending, consolidating or replacing the named Law,
 - .7 a reference to an Act includes all regulations, proclamations, planning schemes, local laws and by-laws made under that Act,
 - .8 a reference to anything (including the Contract, a clause or provision of the Contract, the Services or the Assets) includes the whole or any part of that thing,
 - .9 a reference to a schedule, annexure or a clause in a Contract Document means a reference to a schedule or annexure to, or a clause of, that Contract Document,
 - .10 'including' is not a word of limitation,
 - .11 a reference to a party in a document includes that party and its successors, permitted assigns, receivers, receivers and managers, liquidators, administrators and legal personal representatives,
 - .12 a reference to a Contract Document is a reference to the Current version of that document, unless otherwise stated (and subject to proven error, negligence or fraud), and

- .13 a reference to any document (other than a Contract Document) is a reference to that document as updated or changed from time to time.
- 87.2 The Contract must not be interpreted to the disadvantage of one party on the basis that that party prepared or put forward any document comprising part of the Contract.
- 87.3 Terms used in the Contract and defined in Law, such as 'tax invoice', 'adjustment note' and 'taxable supply' have the meanings given to them by Law, where this is consistent with the context.
- 87.4 If there is any discrepancy or inconsistency between the Contract Documents, the Superintendent must make a determination as to the proper interpretation of the Contract and the parties must give effect to such interpretation. No such determination of the Superintendent shall be construed as giving rise to a Variation.
- 87.5 In this Contract, a reference to "\$" or "dollars" is a reference to Australian dollars.
- 87.6 Where an act or thing is to be done on or by a particular day and that day is not a Business Day, the act or thing (in the case of a payment of money) must be done on or by the preceding Business Day and (in any other case) on or by the next Business Day.

88 Indexation of amounts

Where the Contract refers to an amount of money as being "Indexed", that amount will be indexed for movement in the Applicable Index as at each Adjustment Date in accordance with clause A2-4 (Indexation adjustment)

89 Reference Documents

- 89.1 Where documents are referred to in the Contract, the Contractor must make itself aware of the requirements of such documents. The Shire will not consider any claim resulting from the Contractor failing to become acquainted with the various documents included or referred to in the Contract.
- 89.2 As at the Commencement Date, the Current version of a Reference Document is the version identified in Schedule 4 (Reference Documents), unless and until a Variation is issued identifying a change or update to that version. Changes or updates are recorded and version control is maintained in accordance with clause 86 (Document change management).

90 Counterparts

This Contract may be executed in any number of counterparts.

Schedule 1
Contract Details

Schedule 1 – Contract Details

Item	Details
Item 1	<p>The initial Senior Representatives are:</p> <p>For the Shire – Niall McDonagh</p> <p>For the Contractor – Marcus Stephens</p>
Item 1A	<p>The initial members of the Service Management Team are:</p> <p>Shire representatives</p> <ul style="list-style-type: none"> • Position 1 Jessica Wingad • Position 2 Peter Young • Position 3 Graham Riley <p>Contractor representatives</p> <p>Position 1, Manager (Title) Robert Semaganda, National Delivery Manager</p> <p>Position 2, Manager (Title) Chris Godsil, Contract Manager</p>
Item 2	<p>The initial members of the Contractor Operations Team are:</p> <p>Position 1 Chris Godsil, Contract Manager</p> <p>Position 2 Ashley Oats, Operations Manager</p> <p>Position 3 Tim Waldron, Manager Projects</p>
Item 3	<p>The initial members of the Shire Operations Team are:</p> <ul style="list-style-type: none"> • Position 1 Peter Young • Position 2 Krystal Millen • Position 3 Brandon Trebilco
Item 4	The initial Superintendent is: Jessica Wingad
Item 5	The initial Contract Manager is: Chris Godsil
Item 6	<p>Relevant addresses for service of notices are as follows:</p> <p>Shire/Superintendent By mail: 90 Besgrove Street, Rosebud, Victoria 3939 (attn: Chief Executive Officer)</p> <p style="text-align: right;">By email: CustomerService@mornpen.vic.gov.au</p>

Schedule 1
Contract Details

Item	Details
Item 6 (contd)	<p>Service Management Team All notices to the Service Management Team must be addressed to the Service Management Team c/- the Contract Manager and must be sent to the Contract Manager's address</p>
	<p>Contract Manager By mail: 10 Pound Road, Hastings Victoria 3915</p> <p>By hand: 10 Pound Road, Hastings Victoria 3915</p> <p>By email: chris.godsil@downergroup.com</p>
	<p>Shire's Senior Representative By mail: 90 Besgrove Street, Rosebud, Victoria 3939 (attn: Niall McDonagh)</p> <p>By email: CustomerService@mornpen.vic.gov.au</p>
	<p>Contractor's Senior Representative By mail: Level 10, 567 Collins Street, Melbourne, VIC 3000</p> <p>By hand: Level 10, 567 Collins Street, Melbourne, VIC 3000</p>
	<p>Contractor: By mail: Level 10, 567 Collins Street, Melbourne, VIC 3000</p> <p>By hand: Level 10, 567 Collins Street, Melbourne, VIC 3000</p>

Schedule 2 – Performance Standards Review

Measurement of achievement of Performance Standards

PS1 Performance Standard 1 (Reporting)

PS1.1 Compliant reporting

Process/evidence: Identify all specified reports during the period covered by the review.
Determine, with respect to each, that the report is compliant.

Relevant factors No. of reports.
Reports that were not available on time.
Nature or extent of non-compliance (if any).
Shire consent to non-compliance (if any).
Performance against Schedule A3-3 (Format of monthly certification)

PS1.2 Report is useful and accurate

Process/evidence: Identify each component of the report is compliant.

Relevant factors No. of reports incomplete or inaccurate.
Nature or extent of non-compliance (if any).
Performance against clause A3-10 (Reporting) of the most recent Audit by the Shire.

PS1.3 Special Reports

Process/evidence: Identify each component of the report is compliant with directions given.

Relevant factors No. of reports incomplete or inaccurate.
Nature or extent of non-compliance (if any).
Report failed to address the matter requested
Report not delivered by specified deadline
Performance against clause 25 (Reporting) of the most recent Audit by the Shire.

Schedule 2
Performance Standards Review

PS1.4 Audit Responses

Process/evidence:	Identify the timeliness of responses to audit reports, requests from the Shire's Auditing Officer for additional information, responses to non-conformances issued and any other matter which the Auditor may request.
Relevant factors	No. of responses incomplete or inaccurate. Nature or extent of non-compliance (if any). Report failed to address the matter requested Report not delivered by specified deadline

PS2 Performance Standard 2 (Routine Maintenance Services)**PS2.1 Defects are rectified within their applicable Response Times and in accordance with the Activity Specifications.**

Process/evidence:	Review records to determine number of Defects and the period taken to respond to them. Review non-conformance records and reports. Assess compliance with Response Times. Assess compliance with Rectification obligations.
Relevant factors	No. of Defects. Level of non-compliance, if any, having regard to volume of Defects and call-outs. Performance against Annexure 4, Activity Specifications.

PS2.2 Compliance with clause A4-3 (Network maintenance obligations)

Process/evidence:	Review records and non-conformance records and reports. Assess compliance.
Relevant factors	Performance against clause A3-29, Programmed maintenance of the most recent Audit Performance against Annexure 4, Activity Specifications of the most recent Audit

PS3 Performance Standard 3 (Safety)**PS3.1 All Services are carried out in accordance with all applicable OH & S Laws and codes of practice.**

Process/evidence:	Identify any notices issued by WorkCover or complaints made to the Shire about safety issues. Review Contractor safety statistics for the Contract. Audit of IMP as regards the Contractor's safety management processes and procedures (if the Superintendent considers appropriate). Review any non-compliances and audit reports
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Schedule 2

Performance Standards Review

Relevant factors	<p>Performance against ten (10) random requirements of OH&S laws.</p> <p>Nature and cause of any incidents occurring.</p> <p>Dissemination of information throughout the organisation ensures strict adherence to legislative requirements.</p> <p>Number of non-compliances</p>
PS3.2	Attention to the identification and management of safety risks and hazards before and during the performance of the Services and upon the occurrence of any incident or near miss.
Process/evidence:	<p>Identify what processes the Contractor has in place and whether these are complied with.</p> <p>Audit IMP safety components (if the Superintendent considers appropriate).</p> <p>Review any relevant non-conformances and audit reports.</p> <p>Review any Contractor corrective actions</p>
Relevant factors	<p>Performance against ten (10) random requirements of the Contractors IMP.</p> <p>Business Improvement Register is up to date.</p>
PS3.3	Compliance with clause A3-23 (Safety)
Process/evidence:	<p>Identify what processes the Contractor has in place and whether these are complied with.</p> <p>Review Contractor safety statistics for the Contract (including internal and potential impact on others).</p> <p>Audit of IMP as regards the Contractor's safety management processes and procedures (if the Superintendent considers appropriate)</p> <p>Identify reports made by the Contractor concerning safety improvement works on the Network.</p> <p>Review any relevant non-conformance and audit reports (for example, regarding management of signage and liaison with Utility Authorities).</p>
Relevant factors	<p>Performance against clause A3-23 (Safety) of the most recent Annual Review.</p> <p>Compliance with approved Traffic Management Plan</p>
PS3.4	Compliance with clause A3-20 (Traffic management)
Process/evidence:	<p>Review number of accidents, incidents and near misses (if any) at Worksites and consider causes.</p> <p>Review any applicable non-conformance and audit reports.</p> <p>Review training records of Contractor personnel</p>

Schedule 2
Performance Standards Review

	Relevant factors	Performance against the requirements of the Code of Practice for Worksite Safety - Traffic Management
PS3.5	Compliance with clause 34 (Protecting people)	
	Process/evidence:	Review Contractor compliance with reporting obligations regarding injuries and other matters. Review number of accidents, incidents and near misses.
	Relevant factors	Performance against relevant safety laws Compliance with approved Traffic Management Plan Performance against clause 34 Protecting People.
PS3.6	No action is taken under the Contract with respect to a Safety Breach.	
	Process/evidence:	Identify directions given under clause 34.5 (if any)
	Relevant factors	N/A
PS4	Performance Standard 4 (Contract Management)	
PS4.1	Compliance with clause A3-9 (Integrated Management Plan)	
	Process/evidence:	Identify that the Contractor has an Integrated Management Plan and that it complies with the requirements of the Contract. Identify the steps (if any) taken by the Contractor to ensure that the IMP remains effective.
	Relevant factors	Compliance with AS/NZS ISO 9001-2008, AS/NZS ISO 14000-2007 and AS/NZS 4801:2001
PS4.2	Compliance with the Integrated Management Plan	
	Process/evidence:	Identify conformance reports, audit reports and other relevant evidence of compliance with the processes set out in the IMP.
	Relevant factors	Performance against the requirements of the IMP (Contractor's skills in inspections, reporting, recording & service delivery) of the most recent Annual Review. Performance against the requirements of the IMP (Staff development/training) of the most recent Annual Review. Performance against the requirements of the IMP (Quality of monthly meetings, reports, including monthly report to Council) of the most recent Annual Review. Performance against the requirements of the IMP (Safety) of the most recent Annual Review. Performance against the requirements of the IMP (Environmental Control) of the most recent Annual Review.

Schedule 2
Performance Standards Review

PS4.3 Compliance with clause A3-10 (Management of the Contract)

Process/evidence:	Identify issues arising during the relevant year and how they have been handled. Identify issues arising regarding the management of subcontractors.
Relevant factors	Performance against clause A3-10.1.1 (appointment of competent personnel) of the most recent Annual Review. Performance against clause A3-10.1.2 (Service Management Team) of the most recent Annual Review. Performance against clause A3-10.2 (Management and supervision of Contract) of the most recent Annual Review. Performance against clause A3-10.3 (Adopted Organisation Chart) of the most recent Annual Review. Performance of subcontractors against the requirements of the contract.

PS4.4 Issues arising in the management of the Contract are identified early and promptly referred to the Shire Operations Team

Process/evidence:	Identify issues that could give rise to disputes and whether they have been referred promptly to the SMT or SOP.
Relevant factors	Appointment of Facilitator. The existence of a bona fide dispute. Performance against clause 14 (Quality relationship workshop) of the most recent Annual Review.

PS4.5 Compliance with the Contractor's obligations under clause 14 (Quality Relationship)

Process/evidence:	Identify that initial workshop and subsequent joint workshops have been held.
Relevant factors	Level of cooperation from Shire and inter-dependence of SIMS2 Contractors, the Safer Local Roads Contractor and the Shire. Performance against clause 14.1 (Workshop Outcomes) of the most recent Annual Review. Implementation of workshop decisions or actions

PS4.6 Compliance with the Contractor's obligations under clause 53 (Insurances to be held)

Process/evidence:	Audit results of the Contractor's insurance certificates and policies for compliance with the contract requirements.
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Schedule 2
Performance Standards Review

Relevant factors	<p>All insurances required are current and Certificates of Currency have been provided.</p> <p>Compliance with the individual contract requirements for insurances.</p>
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PS5 Performance Standard 5 (Interface with Shire and Customers)

PS5.1 Calls are answered by the Contractor's staff in person between the hours of 8.00 am until 6.00 pm Monday to Friday (excluding public holidays).

Process/evidence:	Review call registers, work records, audit reports and non-conformance reports.
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Relevant factors	<p>Performance against A4-12 (Timely service) of the most recent Annual Review.</p> <p>Performance against A4-12 (Complaints about service) of the most recent Annual Review.</p> <p>Performance against customer satisfaction surveys during the relevant Contract Year or other applicable period.</p>
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PS5.2 Correspondence is acknowledged by card, letter or email (as appropriate) sent within 5 Business Days of receipt by the Shire (or, if the Shire delays more than 1 Business Day before passing it to the Contractor, within 5 Business Days of receipt by the Contractor).

Process/evidence:	Review mail register (or other relevant record) to determine dates of correspondence in and dates out. Review audits and non-conformance reports, as applicable.
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Relevant factors	<p>Performance against A4-12 (Correspondence) of the most recent Annual Review.</p> <p>Performance against A4-12 (Complaints about service) of the most recent Annual Review.</p> <p>Performance against customer satisfaction surveys during the relevant Contract Year or other applicable period.</p>
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PS5.3 Advice of action is provided to customer within 10 further Business Days (by letter or phone). Notes of action/advice to be recorded on service request within 2 Business Days

Process/evidence:	<p>Review mail register (or other relevant record) to determine dates of correspondence in and dates out.</p> <p>Review audits and non-conformance reports, as applicable.</p> <p>Quality of notes on individual cases.</p>
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Relevant factors	<p>Performance against A4-12 (Timely service) of the most recent Annual Review.</p> <p>Performance against A4-12 (Complaints about service) of the most recent Annual Review.</p> <p>Performance against customer satisfaction surveys during the relevant Contract Year or other applicable period.</p>
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Schedule 2
Performance Standards Review

- PS5.4 If the case is to take more than 10 Business Days to close the customer is advised of likely timeframe for a response and noted on the Service Request.**
- Process/evidence: Review Contractor's template correspondence and randomly sample compliance from MERIT.
- Relevant factors The Contractor has advised customer within the MERIT timelines.
- Number of complaints about the service received in relation to MERIT cases.
- Performance against customer satisfaction surveys during the relevant Contract Year or other applicable period.
- PS5.5 Where necessary or upon specific request from a customer, the Contractor takes reasonable steps to meet with a customer on-site within five (5) Business Days of lodgement of a complaint or request with the Shire (or, if the Shire delays more than 1 Business Day before passing it to the Contractor, within 5 Business Days of receipt by the Contractor).**
- Process/evidence: Review contractor record of customer visits to the Contractor's depot and mail register (or other relevant record) to determine dates of request by customers.
- Review records to determine date of action.
- Review audits and non-conformance reports, as applicable.
- Relevant factors Performance against A4-12 (Performance Requirements) of the most recent Annual Review.
- Performance against A4-12 (Complaints about service) of the most recent Annual Review.
- Performance against customer satisfaction surveys during the relevant Contract Year or other applicable period.
- PS5.6 Compliance with clause A3-16 (Customer service and community liaison)**
- Process/evidence: Confirm Contractor has a system of consultation with stakeholders in place.
- Confirm customer satisfaction survey is being done on a monthly basis.
- Relevant factors Performance against A4-12 (Performance Requirements) of the most recent Annual Review.
- Performance against A4-12 (Complaints about service) of the most recent Annual Review.
- PS5.7 Badging of Plant (A3-33 Plant Requirements). All plant is to comply with the requirements of clause A3-33 regarding badging, plant age and overnight parking.**
- Process/evidence: Review audit and conformance records of plant badging and age in compliance with the provision of the contract.

Schedule 2
Performance Standards Review

Relevant factors	Compliance with clause A3-33.2 for badging including joint badging and advertising. Performance against the requirements for no plant to have an age of greater than five years as required by clause A3-33.3.
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PS6 Performance Standard 6 (Inspections)

PS6.1 Compliance with the inspection frequencies required under the relevant Asset Management Plans.

Process/evidence: Review audit and conformance records. Review records for inspection reports. Determine frequency.

Relevant factors Performance against Item A3-11.1.6 (Inspection, recording and reporting on Asset condition/safety) of the most recent Annual Review.

PS6.2 Compliance with clause A3-11 (Inspections)

Process/evidence: Confirm Contractor has a compliant program of inspections in place.

Confirm Contractor has adjusted its program to suit conditions applicable at various times.

Confirm training of inspection personnel.

Review audit and non-conformance records.

Relevant factors Performance against clause A3-11 (Inspection, recording and reporting on Asset condition/safety) of the most recent Annual Review.

PS6.3 Compliance with clause A3-12 (Initiation of work)

Process/evidence: Review of Contractor/Shire records.

Review of audit and non-conformance reports.

Relevant factors Performance against clause A3-12.1 (Defect identification and logging) of the most recent Annual Review.

Performance against clause A3-12.4 (Defect rectified prior to compulsory intervention) of the most recent Annual Review.

PS6.4 Compliance with clause A3-13 (Records of action taken)

Process/evidence: Compare inspection program against contract requirements.

Relevant factors Performance against clause A3-15 (Maintaining of Asset Inventory) of the most recent Annual Review.

Schedule 2
Performance Standards Review

PS6.5 Compliance with clause A3-14 (Provision of KMS and other data)

Process/evidence: Confirm KMS accessible.
Confirm condition data available.
Confirm electronic access to outputs and other system constraint data from MERIT, KMS and other associated database programs relating to the Service programs.

Relevant factors N/A

PS6.6 Compliance with clause A3-15 (Asset Inventory)

Process/evidence: Review notifications of New Assets provided by the Shire and confirm these have been included in Asset Inventory.
Audit of KMS records (if appropriate).

Relevant factors Performance against clause A3-15.3 (Submission of Asset Inventory) within 30 Business Days
Performance against clause A3-15 (Maintaining of Asset Inventory) of the most recent Annual Review.

PS6.7 Compliance with clause Annexure 6 (Data collection & transfer requirements)

Process/evidence: User survey to verify availability of access to KMS
Audit of KMS records (if appropriate) to ensure entry of data within required time frames and appropriate data fields.
Confirm training provided as required.

Relevant factors If system not available at any time, reasons for this and in particular whether it was due to some default on the Contractor's part.
Performance against clause A3-15 (Maintaining of Asset Inventory) of the most recent Annual Review.

PS6.8 Compliance with the program development obligations set out in Annexure 4 (Activity Specifications)

Process/evidence: Confirm annual programs prepared as required.

Relevant factors Performance against Annexure 4 (Performance Standards) of the most recent Annual Review.
Performance against Annexure 4 (Development, implementation and operation of programs) of the most recent Annual Review.
Performance against the delivery of approved programs.

Schedule 2
Performance Standards Review

PS6.9 Identification of Defects in an effective and timely manner consistent with the Contract and programming and implementation of required Rectification so as to ensure compliance with Response Times.

- Process/evidence:** Confirm compliance with inspection program.
- Confirm attendance as required on notification of Defects (ad hoc or triggered inspections).
- Review Contractor's records to determine Defects identified and actions taken in required timeframe.
- Review non-conformance records and reports. Assess compliance with Response Times and appropriateness of Rectification.
- Review relevant customer complaints (eg delay in responding to a call).
- Relevant factors:** Level of non-compliance, if any, having regard to volume of Defects and call-outs
- Performance against Annexure 4 (Performance Standards) of the most recent Annual Review.
- Performance against Annexure 6 (Inspection, recording and reporting on Asset condition/safety) of the most recent Annual Review.
- Performance against Annexure 4 (Development, implementation and operation of programs) of the most recent Annual Review.

PS7 Performance Standard 7 (Environmental Protection)

PS7.1 Greater than 80% of all materials removed during the Services are recycled or re-used on the Assets having regard to the technology and methods reasonably available at that time

- Process/evidence:** Review records of materials used in Services (or recycled for other uses within the Network).
- Relevant factors** Technology and materials available.
- Shire approval of other materials.

PS7.2 Reduction of greenhouse gases generated, based on a reduction of 10% during Year 1, followed by a further reduction of 10% per annum in the performance of the Services due to work method chosen

- Process/evidence:** Identify sources of greenhouse gases and alternative work methods. Confirm Contractor has adopted alternative work methods wherever feasible.
- Identify quantity of greenhouse gases generated in the performance of equivalent services at the Commencement Date and measure reduction from that benchmark.

Schedule 2
Performance Standards Review

Relevant factors	<p>Performance against (Sustainable service enhancements provided) of the most recent Annual Review.</p> <p>Performance against (Evidence of continuous improvement, doing things smarter) of the most recent Annual Review.</p> <p>Any offsets provided by the Contractor within the Shire.</p>
PS7.3	Recorded Environmental incidents caused by the Contractor in the performance of the Services or as a consequence of its failure to perform the Services as and when required are less than two (2) per annum
Process/evidence:	Measure recorded Environmental incidents caused by the Contractor.
Relevant factors	Performance against clause A3-25 (Operation of environmental management system) of the most recent Annual Review.
PS7.4	The Contractor's Agents include local residents and businesses.
Process/evidence:	Identify local residents and businesses among the Contractor's Agents (subject to protection of privacy where individuals are concerned)
Relevant factors	<p>Performance against clause 21 (Traineeship/work experience opportunities) of the most recent Annual Review.</p> <p>Performance against clause 23 (Commitment to employment of local contractors) of the most recent Annual Review.</p>
PS7.5	An approved program for a trainee to be employed by the Contractor in any one or more disciplines associated with this Contract has been implemented and is continuing.
Process/evidence:	Confirm the program is in place and ongoing
Relevant factors	Performance against clause 21.7 (Traineeship/work experience, Social Procurement opportunities) of the most recent Annual Review.
PS7.6	Compliance with clause A3-25 (Protection of Environment and Heritage)
Process/evidence:	<p>Identify any notices from EPA or other Authorities or any breaches of the contract provisions. Review action taken in response and in particular whether system and other improvements have been put in place to prevent any further occurrence.</p> <p>Identify examples of relevant behaviours to be rewarded and encouraged.</p>
Relevant factors	<p>Proportionality of any failure having regard to volume of work done over the relevant period.</p> <p>Performance against clause A3-9.1 (Operation of Environmental Management System) of the most recent Annual Review.</p>

Schedule 2
Performance Standards Review

PS7.7 Compliance with clause A3-25 (Sustainability)

Process/evidence:	Identify examples of behaviours that indicate that the Contractor is operating in accordance with the relevant principles or vice versa.
Relevant factors	<p>Shire leadership or otherwise on sustainability principles.</p> <p>Performance against clause A3-25 (Operation of Environmental Management System) of the most recent Annual Review.</p> <p>Performance against (Community care) of the most recent Annual Review.</p> <p>Performance against (Sustainable service enhancements) of the most recent Annual Review.</p>

PS8 Performance Standard 8 – (Compliance with programs)

PS8.1 Compliant program delivery

Process/evidence:	<p>Identify all specified programs during the period covered by the review.</p> <p>Determine, with respect to each, that the program is compliant.</p> <p>New assets are being inspected.</p>
Relevant factors	<p>No. of reports.</p> <p>Programs that were not compliant regarding time.</p> <p>Nature or extent of non-compliance (if any).</p> <p>Shire approval of non-compliance.</p> <p>No. of non-conformances issued.</p>

PS8.2 Program Preparation

Process/evidence:	Identify each component of the report is compliant.
Relevant factors	<p>No. of Programs incomplete or inaccurate.</p> <p>Nature or extent of non-compliance (if any).</p> <p>Performance against A3-10 7.3 (Reporting) of the most recent Audit by the Shire.</p>

Schedule 2
Performance Standards Review

PS8.3 Compliance with transfer of asset data

Process/evidence:	<p>Identify each completed project or program with asset data transfer.</p> <p>With respect to each completed project or program:</p> <ul style="list-style-type: none"> - Identify any deficiencies or inaccuracies outstanding at Completion and whether they have been rectified. - Identify any data transfers not undertaken on time and whether they have been rectified. <p>Identify any subsequent directions/ notices and whether they have been complied with.</p>
Relevant factors	Asset data transferred in accordance with Annexure 6.

PS9 Performance Standard 9 (Ordered Work)**PS9.1 Satisfactory Completion of each Ordered Work in accordance with the requirements of the Work Order Documents**

Process/evidence:	<p>Identify number of Work Orders issued during the year or other applicable period.</p> <p>Identify Completed Ordered Work.</p> <p>Identify whether satisfactory Completion.</p>
Relevant factors	<p>No of Ordered Works Projects undertaken and extent and nature of any unsatisfactory performance.</p> <p>Shire approval to any departure from the Work Order Documents.</p> <p>Performance against Annexure 8 (Ordered Work) of the most recent Annual Review</p>

PS9.2 Satisfactory compliance with the Ordered Work process as set out the Work Order Documents and Schedules

Process/evidence:	<p>Audit a random sample of Ordered Works to check compliance with the required processes..</p> <p>Identify any situations where the process has not been followed.</p> <p>Identify whether any corrective action has been taken.</p>
Relevant factors	<p>No of Ordered Works Projects undertaken and extent and nature of any unsatisfactory processes.</p> <p>Shire approval to any departure from the Work Order Processes.</p> <p>Performance against Annexure 8 (Ordered Work) of the most recent Audit.</p>

Schedule 2
Performance Standards Review

Notes on Performance Standards Review:

1. Relevant factors are not conclusive, but are indicative of the sort of factors the Service Management Team should take account of when making its assessment. They are particularly relevant to the determination of what quantity of Service Points should be applied in the event that there is non-conformance. Although not listed, Excusing Events are always relevant factors. The results of the most recent stakeholder review conducted under clause 39.5 (Stakeholder review) may also be relevant.

Schedule 3
Service Points

Schedule 3 –Service Points

Performance Standard	Maximum Points per occasion	
Failure to achieve Performance Standard 1 (Reporting) with respect to any Report.	10	
Failure to achieve Performance Standard 2 (Routine Maintenance Services) in any respect	20	
Failure to achieve Performance Standard 3 (Safety) in any respect	20	
Failure to achieve Performance Standard 4 (Contract Management) in any respect	10	
Failure to achieve Performance Standard 5 (Interface with Shire and Customers) in any respect	10	
Failure to achieve Performance Standard 6 (Inspections) in any respect	15	
Failure to achieve Performance Standard 7 (Environmental Protection) in any respect	15	
Failure to achieve Performance Standard 8 (Compliance with Programs) in the following respects:		
<ul style="list-style-type: none"> Failure to undertake surveys and data reporting by the dates specified in the Contract. 	20	
Failure to achieve Performance Standard 9 (Ordered Work) with respect to any Ordered Work	10	

Schedule 4 – Reference Documents

All Australian Standards referred to in the Contract (either directly or indirectly) are the versions current as at [6 April 2018], unless the Contract expressly states otherwise.

The Contractor is responsible for obtaining copies of these documents from the relevant source and paying any fees or charges if applicable.

Contractual description	Full title/description	Version
1. A New Tax System (Goods and Services Tax) Act 1999	A New Tax System (Goods and Services Tax) Act 1999	1999
2. AS/NZS 3000 Electrical Installations	AS/NZS 3000 Electrical Installations (Known as the Australian/New Zealand Wiring Rules)	2007
3. AS/NZS 4801:2001	AS/NZS 4801 Occupational health and safety management systems	2001
4. AS/NZS ISO 14000-2007	AS/NZS ISO 14000-2007 Environmental Management Basic Set	2007
5. AS1742.3	Manual of Uniform Traffic Control Devices – Part 3: Traffic Control Devices for Works on Roads	2009
6. AS/NZS ISO 9001-2016	Quality Management Systems	2016
7. Chemical Allergy Register	Chemical Allergy Register maintained by Mornington Peninsula Shire Council	As at Commencement Date
8. Code of Practice – Management of Infrastructure in Road Reserves	Code of Practice – Management of Infrastructure in Road Reserves	Victorian Government Gazette No S 117, 28 April 2016
9. Code of Practice for Worksite Safety - Traffic Management	Worksite Safety – Traffic Management Code of Practice	Victorian Government Gazette No S 351, 31 August 2010
10. Crown Land (Reserves) Act 1978 (VIC)	Crown Land (Reserves) Act 1978 (VIC)	1978
11. Draft Drainage Strategy	Integrated Local Flood and Drainage Strategy	Draft on exhibition
12. Drainage 2017-18 Service Plan and Asset Management Plan	Drainage 2017-18 Service Plan and Asset Management Plan	2017-18

Schedule 4
Reference Documents

Contractual description	Full title/description	Version
13. Emergency Management Act 2013 (VIC)	Emergency Management Act 2013 (VIC)	2013
14. Environment Protection Act 1970	Environment Protection Act 1970	1970
15. Heavy Vehicle National Law Act 2012 (QLD)	Heavy Vehicle National Law Act 2012 (QLD)	2012
16. Privacy and Data Protection Act 2014	Privacy and Data Protection Act 2014	2014
17. Insurance Act 1973	Insurance Act 1973	1973
18. Local Government Act 1989	Local Government Act 1989	1989
19. Mornington Peninsula Shire Planning Scheme	Mornington Peninsula Planning Scheme	As at the Commencement Date
20. Mornington Peninsula Shire Procurement Policy		2017
21. Mornington Peninsula Shire Risk Management Framework		2017
22. Mornington Peninsula Sun Smart Policy	Sun Smart (UV) Policy; Policy No 4.51	August 2017
23. Mornington Peninsula Working with Children Policy	Education and Care Policy and Procedure Manual; Working with Children Policy	January 2017
24. MPSC Design Quality System	Mornington Peninsula Shire Quality Assurance Plan for Design	As at the Commencement Date
25. Municipal Emergency Management Plan	The plan is prepared by the Municipal Emergency Management Planning Committee (MEMPC) for the purposes of section 20 of the Emergency Management Act 1986 (Vic)	Version 4, 2015
26. Privacy Act 1988	Privacy Act 1988	1988
27. Public Holidays Act 1993	Public Holidays Act 1993	1993
28. Register of Public Roads	Mornington Peninsula Shire Register of Public Roads (Provisional)	Available on www.mornpen.vic.gov.au
29. Road Management Act 2004	Road Management Act 2004	2004
30. Road Management Plan	Mornington Peninsula Shire Road Management Plan	Version 3, 08/09/2016
31. Road Safety Act 1986	Road Safety Act 1986	1986

Schedule 4
Reference Documents

Contractual description	Full title/description	Version
32. Roads 2017-18 Service Plan and Asset Management Plan	Roads 2017-18 Service Plan and Asset Management Plan	2017-18
33. Specification for Road and Drainage Works	Mornington Peninsula Shire Specification for Road and Drainage Works	Available on www.mornpen.vic.gov.au
34. Civil Engineering Standard Drawings - Drainage	Mornington Peninsula Shire Civil Engineering Standard Drawings - Drainage	Available on www.mornpen.vic.gov.au
35. VicRoads Agreement	Agreement between Mornington Peninsula Shire Council and VicRoads pursuant to the Road Management Act 2004	2004
36. Victorian Beach Cleaning Best Practice Guidelines – April 2001	Victorian Beach Cleaning Best Practice Guidelines – Vol.1 Local Government Division, Department of Infrastructure	April 2001

Signatures

THE COMMON SEAL of
MORNINGTON PENINSULA
SHIRE COUNCIL is affixed
 in the presence

Personal Information

Councillor

Personal Information

Chief Executive Officer



EXECUTED by the Downer Edi Works
 Pty Ltd in accordance with section 127(1)
 of the *Corporations Act 2001* (Cth) by being
 signed by authorised persons:

Signed by:

Personal Information

An Authorised Representative

ROBERT JOHN REGAN

Full Name of Authorised Representative

In the presence of:

Personal Information

Witness

Robert St Clair

Full of Name Witness

Annexures

Annexure 1

Definitions

Cleansing & Drainage Cleaning Services
Contract No. 2328



MORNINGTON
PENINSULA
Shire

Annexure 1 - Definitions

Accredited Quality Management System means a system complying with the appropriate international standard and certified by an independent Certifying Authority.

the Annexure means the Annexures 2-9 to this Agreement.

Acceptable Standard means, in relation to a New Asset, that the New Asset has been constructed in accordance with standards and specifications determined by the Shire.

Activity means an activity defined by an Activity Specification.

Activity Standard means, with respect to each Activity, the requirements listed under the heading "Activity Standards" of the Activity Specification for that Activity.

Activity Specification means an activity specification included in Annexure 4 (Activity Specifications). Each Activity Specification is identified by the heading "Activity Specification".

Adjustment means an adjustment of the MSC, the Component Prices or any other rate, undertaken in accordance with Annexure 2 (Price).

Adjustment Date means 1 July in each Contract Year.

Advertisement means any word, letter, image, device or representation or combination used for the purpose of advertising, announcement or display.

Advertisement Area means the total area of an advertisement. If the advertisement does not rotate or move, the area is one side only.

Advertising Sign means an advertisement and any structure built specifically to support it. Includes above-verandah sign, animated sign, bed and breakfast sign, bunting sign, business identification sign, floodlit sign, high-wall sign, home occupation sign, internally illuminated sign, major promotion sign, panel sign, pole sign, promotion sign, reflective sign, and sky sign (as defined by the Mornington Peninsula Planning Scheme). This also includes commercial signage mounted on vehicles and/or trailers.

Agent means, in respect of a party, an officer, employee, contractor, consultant, invitee or agent of that party (but never includes the other party). In the case of the Shire, Agent includes a Councillor.

Annual Review means the annual review to be undertaken in accordance with clause 39 (Annual Review).

Annual Value means, with respect to a Variation at the time of its issue, the amount to be paid in each Remaining Year for that Variation as then determined and excluding the effects of future Indexation and further Variations. (The Annual Value must be derived from the valuation of the Variation as determined under clause 43 (Valuation of New Assets) or otherwise in accordance with the Contract).

Applicable Index means, with respect to a rate or price in the Contract, the index applicable to that rate or price, as set out in schedule A2-6 (Applicable Indices).

Annexure 1

Asset Handover means the handover of responsibility for provision of the Services with respect to the New Assets, as set out in clause 411.4 (Asset Handover).

Asset Handover Notice means a notice issued in accordance with clause 42.3 (Asset Handover Notification).

Asset Hierarchy means the asset hierarchy as set out in the Roads Asset Management Plan and repeated in Annexure 9.

Asset Inspection means a routine inspection of the Assets primarily for the purpose of identifying Defects.

Asset Inventory means:

- (a) on the Commencement Date, Annexure 9 (Asset and Network description); and
- (b) at any other time, the inventory maintained by the Contractor in accordance with the Contract.

Asset Inventory Change means a change to the Asset Inventory made in accordance with clause 41 (Asset Inventory Changes), subject to clause 42.6.

Asset Management Officer (Cleansing & Drainage) means the person appointed by the Shire as the Asset Management Officer (**Cleansing & Drainage**) (either generally or for the purposes of this Contract), as notified by the Superintendent. Changes in the identity of the Asset Management Officer (**Cleansing & Drainage**) must be notified by the Superintendent.

Asset Management Specialist means:

- (a) in the case of the Contractor, the person from time to time appointed under clause 21.2 as its Asset Management Specialist; and
- (b) in the case of the Shire, the Asset Management Officer (**Cleansing & Drainage**).

Assets means, at any time, the assets as defined in clause A3-2 at that time.

Authorised Officer means any person appointed under Section 224 of the *Local Government Act 1989*.

Authority means a Utility Authority, the MERO (while acting in that capacity) and any governmental or statutory body with powers, duties or functions with respect to anything relevant to the performance of the Services.

Beach means the area of sand between the water line and the vegetation growing on the foreshore.

Beach Cleaning means having a surface to a specified depth free from any debris or rubbish of any type and includes hand cleaning of the beach surface.

Best for Program means the optimal result for the safe and environmentally sustainable management of the Shire's Cleansing & Drainage Assets within the Price, but without compromising the legitimate commercial interests of the Contractor.

Bushland Reserve means Shire managed land that has been classified for its natural environmental and biodiversity value by the Shires Natural Systems Team.

Business Day means a day that is not:

- (a) a Saturday or Sunday; or
- (b) a day that is wholly or partly observed as a public holiday throughout Victoria;

Call-Out Service means the service provided or to be provided by the Contractor under clause A4-13 (After Hours Call-Out) and includes Initial Response.

Capital new expenditure means expenditure that creates a new asset providing a new service to the community that did not exist beforehand.

Capital renewal expenditure means expenditure on an existing asset, which returns the service potential or the life of the asset up to that which it had originally. It is periodically required expenditure, relatively large (material) in value compared with the value of the components or sub-components of the asset being renewed, e.g. resurfacing or resheeting a material part of a road network, replacing a material section of a drainage network with pipes of the same capacity, resurfacing an oval.

Where capital projects involve a combination of renewal, expansion and/or upgrade expenditures, the total project cost needs to be allocated accordingly.

Capital upgrade expenditure means expenditure, which enhances an existing asset to provide a higher level of service or expenditure that will increase the life of the asset beyond that which it had originally, e.g. widening the sealed area of an existing road, replacing drainage pipes with pipes of a greater capacity, enlarging a grandstand at a sporting facility.

Where capital projects involve a combination of renewal, expansion and/or upgrade expenditures, the total project cost needs to be allocated accordingly.

Certificate of Contract Completion means the certificate issued by the Superintendent under clause A8-13 (Certification of Contract Completion).

Cleansing & Drainage Cleaning Objectives has the meaning ascribed to it by clause 4.2.

Commencement Date means the date specified in Part 1 - Contract Overview clause 2.

Committee of Management means a group of locally elected or appointed citizens, a municipal council, statutory body or a trustee appointed pursuant to the provisions of the *Crown Land (Reserves) Act 1978* or *The Local Government Act 1989*.

Community Events means an event of recreational, cultural, social or political nature, which is a not for profit event or where the majority of event proceeds are returned directly to the community.

Community Service Facility means buildings, structures and areas which are essentially community based and operated, even though they may be used by visitors and, in some cases they may attract visitors in their own right. These may include a public golf course, swimming pool or an aerodrome.

Completion means the stage in any Ordered Work, Shire Works or works involved in creating a New Asset when:

- (a) the work is complete;

Annexure 1

- (b) all tests required with respect to the work prior to its handover to the Shire have been carried out and passed; and
- (c) all documents and other information which, in the opinion of the Service Management Team, are essential for the use, operation and maintenance of the works have been supplied to the Shire.

Component Price means a price listed in the MSC Calculation Schedule for any Service (not including any amount that is a total or other derivative of any other price) and, at any time after an Adjustment, means the then Adjusted Component Price.

Compulsory Intervention Level means, with respect to a Defect, that the Defect has reached a level where a 24 hour (or shorter) Response Time applies.

Condition means, in respect of an Asset, the physical and functional condition of that Asset.

Condition Assessment means the inspection, assessment, measurement and interpretation of the resultant data, to indicate the condition of a specific asset component.

The information is used to:

- Mitigate risks associated with asset failure;
- Optimise maintenance and rehabilitation strategies;

Assess the remaining life of an asset and predict capital investment needs.

Condition Monitoring has the meaning given in clause A3-3 (Core Services).

Confidential Information means all information and materials, in any form, not lawfully in the public domain, in the possession of or under the control of the Contractor or to which the Contractor gains access at any time including the period preceding the execution of this Contract -

- (a) concerning the Shire, its business, systems, customers, ratepayers, residents, properties, assets and affairs,
- (b) concerning the terms and subject matter of this Contract, or
- (c) which the Shire nominates in writing to be confidential -

but excluding information which is at any time:

- (d) in the public domain, other than by a breach by the Contractor of this Contract, or
- (e) known to the Contractor as a result of being provided by or acquired from a source having the right to disclose the information on a non-confidential basis to the Contractor.

Conflict of Interest means any interest, circumstance, condition or thing which may adversely affect the Contractor's ability to perform the Services efficiently, effectively and in accordance with the highest standards of probity, integrity and honesty, including, without limitation, any interest of a Relevant Party.

Continuing Variation means a Variation of a type referred to in clause 41 (Continuing Variations).

Contract means:

- (a) at the Commencement Date, this document, its schedules and its annexures (including the Reference Documents), and
- (b) at any subsequent time, this document, its schedules and its annexures as modified in accordance with its terms and evidenced by the Contract Document register maintained by the Superintendent in accordance with clause 86 (document change management).

Contract includes any Work Order issued in accordance with the Contract.

Contract Documents means, at any time, the documents comprising the Contract at that time including, without limitation, the Reference Documents and any Work Order Documents.

Contract Manager means a person appointed to the role of Contract Manager in accordance with clause 12 (Contract Manager).

Contract Material means all material in any form at all that is produced by or provided to the Contractor (including material provided by or to an Agent of the Contractor) as a requirement of the Contract.

Contract Objectives means the objectives set out in clause 4.2.

Contract Term has the meaning given to that term in clause 2 (Contract Term).

Contract Year means each period of 12 months of the Contract Term beginning on the Commencement Date and in relation to the final Contract Year ending on the last day of the Contract Term.

Contractor means the party identified as the Contractor in this document.

Contractor Operations Team means the persons from time to time responsible on behalf of the Contractor for the day to day management of operations under the Contract. The initial members of the Contractor Operations Team are identified in item 2 of schedule 1 (Contract Details).

Contractor's Plant means all or any of the vehicles, plant, implements, appliances and equipment used by the Contractor for carrying out its obligations under this Contract, whether or not owned by the Contractor.

Contractual Time Requirement means a Response Time, a Date for Completion and any other time by which something is required to be done under the Contract, as extended in accordance with clause 44 (Impact on time) or in accordance with the conditions of any Work Order.

Construction Risks Insurance means a policy of insurance to insure against any loss of or damage to the construction works executed under the Contract. The policy shall insure the construction works for their full replacement or reinstatement value plus such extra costs (including of demolition and consultants) as the Superintendent may require.

Core Members has the meaning given in clause 10.2.

Core Services means the services described in clause A3-3 (Core Services), any Continuing Variations and any Non-Continuing Variations which vary the Core Services.

Current at any time, means identified as Current at that time in the Contract Document register maintained in accordance with clause 86 (Document change management) and 89 (Reference Documents).

Date for Completion means, with respect to any Ordered Work, the Date for Completion identified in the Work Order Documents for the Ordered Work (as extended in accordance with clause A8-11 (Extensions of Time) of the Work Order Conditions.

Date of Completion means, with respect to any Ordered Work, the date on which the Ordered Work actually reaches Completion.

Day means all calendar days apart from Christmas Day and Good Friday.

Daywork means work which is ordered by the Superintendent to be carried out as Daywork.

Daywork Rates means the rates set out in schedule A2-3 (Daywork Rates).

Default Rate means, at any time, a rate equivalent to the interest rate payable on judgments of the Supreme Court of Victoria at that time.

Defect means a defect, fault, error, omission or other Condition that has reached or given rise to an Intervention Level.

Defects Liability Period means, with respect to any Service, the defects liability period applicable to that Service as defined by clause 65.

Deficient Work means any obligation of the Contractor under the Contract in, or with respect to any month, which, in the opinion of the Superintendent, has not been performed or has not been performed in accordance with the Contract.

Determining Authority means the person or body with authority conferred by the Contract to make any determination or issue any direction.

Directional Signs – means signs of a non-promotional nature that serve to provide information relating to the direction towards a feature. Includes community service facility signage (white text on blue background), and tourist attraction signage (white text on brown background).

Dispute Resolution Process means the process for resolution of disputes as set out in clause 69 (Disputes) (not including the statement of intention in clause 69.1).

Dumped Rubbish means Waste, rubbish or other discarded material that has been discharged onto a Shire controlled Asset without the consent of the Shire and the act of dumping is in contravention of current Regulations.

EMA Emergency has the same meaning as "emergency" under the *Emergency Management Act 1986* (Vic).

Emergency means an EMA Emergency or any unplanned occurrence on or affecting the Network or adjacent areas, which prejudices the safety of the public (including road users and those living adjacent to the Network) or which affects the structural integrity of an Asset or any structure above or below an Asset.

Environment means the natural and man-made environment.

EPA means the Environment Protection Authority as constituted in accordance with the *Environment Protection Act 1970*.

Excepted Risk means any of the following:

- (a) a negligent act or omission of the Shire or any of its Agents,
- (b) a risk specifically excepted in the Contract,
- (c) war, invasion, act of foreign enemies, terrorist activities, hostilities, (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, martial law or confiscation by order of any Authority,
- (d) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel not caused by the Contractor or the Contractor's Agents.

Excusing Event means an Excepted Risk or a breach of contract by the Shire.

Extended Contract Term means each period of time (commencing immediately after the end of the Initial Contract Term or the Extended Contract Term, as the case may be) by which the Contract is extended in accordance with clause 89 (Contract extensions).

Force Majeure Event means an event or circumstance which:

- (a) occurs after the Commencement Date,
- (b) is beyond the control of the party affected by it ('Affected Party'),
- (c) could not reasonably have been avoided or overcome (at least as to its effect) by the Affected Party, and

is attributable to one or more of the following causes:

- (d) Emergency,
- (e) earthquake, tidal wave, natural disaster,
- (f) hurricane, action of the elements, extreme weather (in the case of each of these, exceeding a 1:100 year magnitude),
- (g) war (declared or undeclared), invasion, terrorist activities, hostilities, riots, civil commotion, terrorism, sabotage other than by a party's agents, revolution, insurrection, military takeover or usurped power, martial law, military requisition or confiscation by order of any Authority,
- (h) explosion, radioactive or chemical contamination which is not itself due to the act or omission of the Affected Party or its Agents,
- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel not caused by the Contractor or the Contractor's Agents.

Hold Point means, with respect to an activity, a point beyond which the Contractor is not permitted to go without approval.

Hold Point (Superintendent) means a Hold Point that can only be released with the approval of the Superintendent.

HP is an abbreviation of Hold Point.

IMP means Integrated Management Plan.

Indexed has the meaning given in clause 88 (Indexation of amounts).

Initial Response means the first on-site response to a call for assistance taken by the Call Out Service, limited to those activities necessary or required by the Contract to make the site safe including (as appropriate to the circumstances) clearing the site of debris or other obstructions (as necessary) and erecting appropriate warning and other signs.

Integrated Management Plan means the Integrated Management Plan developed by the Contractor in accordance with clause A3-9 (Integrated Management Plan).

Intellectual Property means copyrights, patents, trademarks, designs (registered or unregistered), trade secrets and know how.

Intervention Level means, with respect to an Asset, the condition specified as an Intervention Level in the Activity Specifications.

Issue means a question or other matter or issue for determination, a problem, a concern, a difference of opinion, a failure to agree or inability to reach consensus within the time required by the Contract or at all, a stalemate or any other matter or issue of any nature.

Kerb and Channel includes all kerbs, open inverts, channel only, edge strips, semi mountable and non-mountable kerbs, spike down kerbs, asphalt kerbs and other like facilities.

KMS means the Shire's electronic Knowledge Management System including all of its components, including MERIT and Objective

Law means:

- (a) a statute, ordinance, code, rule, regulation, by-law, local law, official directive, order, instrument, undertaking, obligation or applicable judicial, administrative or regulatory decree, judgment or order including the terms and conditions of any licence, permit, consent, certificate, authority or approval issued under any of them,
- (b) obligations at common law and in equity, and
- (c) the requirements of competent Authorities.

Legal Tipping Facility means a waste receival facility licensed by the EPA to receive the category of waste to be discharged.

Livestock means an animal (excluding a bird) of any species used in connection with primary production or kept or used for recreational purposes or for the purposes of recreational sport, other than a dog or cat.

Annexure 1

Loose Litter means waste material or rubbish that has been released into the atmosphere and blown or migrated onto Shire controlled land such as roads, foreshores and parks.

Maintenance expenditure means recurrent expenditure, which is periodically or regularly required as part of the anticipated schedule of works required to ensure that the asset achieves its useful life and provides the required level of service.

Maintenance Period refers to the period specified for maintenance of the asset after completion of the contract period.

Mandatory Asset Handover Notice means a notice issued under clause 41.4.7.

MERIT means that part of the Shires KMS that tracks customer requests that have been lodged with the Shire.

MERC means, at any time, the member of the Victoria Police then appointed by the State Emergency Response Co-ordinator to act as Municipal Emergency Resource Co-ordinator for the Mornington Peninsula Shire.

MERO (Municipal Emergency Resource Officer) means, at any time, the person appointed by the Shire under the *Emergency Management Act 1986* (Vic) to act as the Shire's municipal emergency response officer at the relevant time.

MGB means a Mobile Garbage Bin of 120 litre or 240 litre capacity.

Monthly Service Charge (MSC) means the total Monthly Service Charge for provision of the Core Services on and for the Assets as determined annually in accordance with clause A2-2.2 (Calculation of MSC).

Mornington Peninsula Shire Standard means a standard published by the Shire and the version identified in schedule 5 (Reference Documents).

Moveable Advertising Sign means any movable board, notice, structure, banner or similar device used for the purposes of notifying of a sale, soliciting sales or notifying people of the presence of an adjacent property where goods and services may be obtained. Includes A-Frame signs. This excludes commercial signage mounted on vehicles and/or trailers.

MRM means the person appointed by the Shire to carry out the duties of the Municipal Recovery Manager under the *Emergency Management Act 1986* (Vic) to act as the Shire's Municipal Recovery Manager at the relevant time.

MSC is an abbreviation of Monthly Service Charge.

MSC Calculation Schedule means:

- (a) at the Commencement Date, schedule A2-1 in Annexure 2 (MSC Calculation Schedule); and
- (b) at any time after the first Adjustment, the Adjusted MSC Calculation Schedule current at that time; and
- (c) for the purposes of clause A2-3 (Annual determination of the MSC) at any Adjustment Date, the MSC Calculation Schedule as developed at the preceding Adjustment Date (and at the first Adjustment Date, schedule A2-1 (MSC Calculation Schedule)).

Municipal Emergency Management Plan means the plan so titled prepared by the Municipal Emergency Management Planning Committee (MEMPC) for the purposes of the *Emergency Management Act 1986* (Vic).

NAASRA is an abbreviation of "National Association of Australia State Road Authorities", the predecessor body to Austroads.

NCV is an abbreviation of Non-Continuing Variation.

Network means the network of roads and parks listed in Annexure 9 (Asset and Network Description) (or, if not listed there, as listed in the Asset Register as at the Commencement Date), as varied from time to time by Asset Inventory Changes.

Network Management has the meaning given in clause A3-3 (Core Services).

New Asset means, at any time, a sign, pole, seat or other asset of the same type as the Assets:

- (a) for which the Shire is or becomes responsible; and
- (b) which is not already part of the Assets at that time.

A New Asset may be:

- (a) an asset constructed as a result of Shire Works;
- (b) an asset constructed by others within the Shire (for example, as part of a new development or subdivision), responsibility for which transfers to the Shire on completion;
- (e) an asset constructed by the Contractor as Ordered Work or a Non-Continuing Variation; and
- (f) an asset for which the Shire becomes responsible as a result of a change in Law or an agreement with the Roads Corporation (VicRoads), a Utility Authority or Government Department.

Nominated Area for this contract means all parks and recreation areas and road reserves details of which are set out in Annexure 9 of the Specification.

Non-Conformance Report means a report of that name issued in accordance with the Integrated Management Plan.

Non-Continuing Variation means a variation resulting from Ordered Works.

Non-MSC Service means a work or service that is specified in the Activity Specifications and is expressed to be payable on a schedule of rates or Dayworks basis or to require the issue of a Work Order. Resheet Services are an example of Non-MSC Services.

Objective means the Shire's corporate system for storing documentation including all inward and outward correspondence.

Obstruction means anything that restricts the free operation of equipment when carrying out the tasks in providing the Service.

OH&S means occupational health and safety.

OH&S Law means the *Occupation Health and Safety Act 2004* (Vic) and the *Occupational Health and Safety Regulations 2017* (Vic).

OP means an 'other payment', within the meaning of clause A2-1.1 (Monthly Payment).

Operating expenditure means recurrent expenditure, which is continuously required excluding maintenance and depreciation, e.g. power, fuel, staff, plant equipment, on-costs and overheads.

Operations Team means the team identified as such in clause 10.

Ordered Work means Services ordered by a Work Order in accordance with clause A3-5 (Initiation of Ordered Work) as varied by a variation under clause A8-9 (Variations).

Other Contract means a contract between the Shire and an Other Contractor.

Other Contractor means a SIMS2 Contractor, Safer Local Roads Contractor or any other contractor engaged by the Shire (not including the Contractor).

Parks & Open Space Asset means a Parks & Open Space Asset that is listed in the relevant Asset Database.

Parks and Roadsides Contract means a contract awarded by the Shire for the performance of the activities listed in schedule A3-3 (Scope of Parks and Roadsides).

Parks and Roadsides Contractor means, at any time, the contractor holding the Parks and Roadsides Contract at that time.

Party's Representative means:

- (a) the Superintendent in respect of the Shire; and
- (b) the Contractor's Representative in respect of the Contractor;

Peak Tourist Season means that period of time between 20 December and 31 January each year.

Performance Security means a security in the form and amount required by clause 64 (Performance Security) and includes the initial Performance Security required under clause 64.3 and each replacement Performance Security required under clause 64.6.

Performance Standard means a performance standard set out in Schedule 2 (Performance Standard Review).

Personal Information means information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Planned Maintenance means repair work that is identified and managed through a maintenance management system (MMS). MMS activities include inspection, assessing the condition against failure/breakdown criteria/experience, prioritising scheduling, actioning the

work and reporting what was done to develop a maintenance history and improve maintenance and service delivery performance.

Price means the Monthly Service Charge and any other amount payable to the Contractor under the Contract.

Prior Contract means the contract between the parties defined in Recital A.

Prior Year means, with respect to a Contract Year, all years occurring in the Initial Contract Term or the Extended Contract Term, as the case may be, prior to and not including that Contract Year.

Programmed Maintenance Service has the meaning given in clause A3-29 (Programmed Maintenance).

Project Manager means a person whose appointment under the title of Project Manager is advised to the Contractor by the Shire.

Public Holiday means a public holiday, within the meaning of the *Public Holidays Act 1993*, applying in the Shire;

Qualifying Change in Law means a change in Law or Standards (limited to Standards which have the force of Law) in the State of Victoria occurring after the date of the Contractor's tender other than:

- (a) a change in income tax applying to the Contractor, or
- (b) a change that would have been anticipated by a reasonably competent contractor in the Contractor's position.

Rates for Asset Inventory Change means the rates so titled and included in schedule A2-3 contained in Annexure 2 (Rates for Asset Inventory Changes).

Real Estate Signage means a variety of signage used by real estate agents to draw attention towards properties for sale. Includes flags, movable advertising signs, pointer signs, and onsite signs.

Rectify means fix, reinstate, attend or undertake other specified or appropriate activity having regard to the circumstances applying at the time, in order to respond to a Defect or other situation, as applicable, and includes, without limitation and as applicable, temporary repair, make safe, Initial Response (in the case of a Call Out Service) and compliance with Work Method Requirements (where the Defect is governed by an Activity Specification).

Recycle means the set of processes (including biological) for converting recovered materials that would otherwise be disposed of as wastes, into useful materials or products.

Recycled Materials means materials that have been reprocessed from recovered material by means of a manufacturing process and made into a final product or into a component for incorporation into a product.

Reactive maintenance means unplanned repair work that carried out in response to service requests and management/supervisory directions.

Reference Document means an Australian Standard referenced directly or indirectly in the Contract and any document listed in schedule 4 (Reference Documents).

Relevant Party means:

- (a) the Contractor and the Contractor's Agents.
- (b) an associate of the Contractor or the Contractor's Agents.
- (c) a company in which the Contractor or the Contractor's Agents are involved, whether as an officer, shareholder, employee or otherwise; or
- (d) any other person with whom the Contractor or the Contractor's Agents has or have a financial or business association, whether directly or indirectly.

Remaining Year means, with respect to a Contract Year, all years remaining in the Initial Contract Term or the Extended Contract Term, as the case may be, after and not including that Contract Year.

Representative means a representative of a party appointed to the role of Representative in accordance with the Contract.

Response Time means, with respect to a Defect, the time within which the Defect must be Rectified to comply with the requirements of the Contract.

Roads means all those roads of various classifications including primary roads, secondary roads, collector roads and local roads as set out in Annexure 9 of the specification.

Road Asset Management Plan means the Asset Management Plan prepared by the Shire for the management of its roads assets as defined in Schedule 4 – Reference Documents.

Road Management Plan means the adopted Shire Road Management Plan prepared pursuant to the provisions of the *Road Management Act 2004*.

Road Reserve means the area of a road from building line to building line and includes that area covered by the road pavement.

Routine Maintenance Services has the meaning given in clause A3-3 (Core Services).

Rural Area means land within a Green Wedge Zone or Special Use 1 Zone of the Mornington Peninsula Planning Scheme.

Safety Advice Signage means signage that is erected or displayed for the sole purpose of providing advice on safety issues and concerns within the Municipality. Can be either permanent structures or signs that are displayed on a temporary basis.

Safety Breach means non-compliance with the OH&S provisions of the Integrated Management Plan, any obligation of the Contract concerned with OH&S or any Law concerned with OH&S.

Safety Inspection means an inspection designed to identify all Defects likely to create danger or serious inconvenience to users of the Network or the wider community or which have a Response Time of 24 hours or less.

Schedule of Daywork Rates means the schedule of Daywork Rates in schedule A2-2 (Daywork Rates).

Annexure 1

Senior Representative means in respect of a party, the person appointed in accordance with clause 8 (Senior Representatives) to represent that party.

Service Point Value means the sum of \$5,000 (Indexed).

Service Points means Service Points awarded or which may be awarded or redeemed in accordance with clause 71 (Application of Service Points).

Service Points Status means, at any time, the number of Service Points held by the Contractor at that time.

Service Management Team (SMT) means the team identified as such in clause 9 (Service Management Team)

Services means the Core Services, any Ordered Work, any Variations not encompassed by the foregoing and any other work or services required by the Contract.

the Shire Mark means the name and each and every trademark (whether registered or not) of, or used by, the Shire from time to time during the Contract Term;

Shire Operations Team (SOT) means the persons responsible on behalf of the Shire for the day to day management of operations under the Contract. The initial members of the Shire Operations Team are set out in item 3 of schedule 1 (Contract Details).

Shire Works means works carried out on the Network by the Shire or its Other Contractors.

Shopping Precinct or Arcade Signs means signage structures and signs that direct people to a business or organisation located within an arcade or on a side street. These signs feature the business/organisation name, and are not used to increase the relative amount of advertising space for a business/organisation. They may form an integral part of a streetscape scheme.

SIMS2 Contractor means a contractor (other than the Contractor) with which the Shire has contracted to perform one or more components of the SIMS2 services.

SMT is an abbreviation of Service Management Team.

Specification means all Contract Documents that specify the quality, method, timing or other requirements for performance of the Services, regardless of how those Contract Documents are described.

Specific Incident Report (SIR) means a report as defined by clause A3-24.4.

Standards means Australian Standards or any other recognised industry standards.

Standard Drawings means, at any time, the standard drawings published by the Shire and being the versions Current at that time.

Superintendent means the person appointed to the role of Superintendent in accordance with the Contract.

Temporary Community Event and Information Signs means temporary sign erected in an approved location to promote a community event or information relating to a community group, and from which the majority of the proceeds are returned to the community.

Tender means the Contractor's tender for the Contract.

Termination Show Cause Notice means a notice under clause 73 (Termination show cause).

Third Party Funded Project means a project funded by Federal or State government funding or from any other source (not being a party to the Contract).

Township Entry Structures means generally located at the entry to a township in the road reserve indicating the entry into a township – these are not township name signs as erected by Mornington Peninsula Shire. The structure may feature the logo or symbol of community groups and clubs but does not feature any promotional or commercial information.

Tourist Attraction means a commercial or non-commercial attraction or establishment, or an attraction that is actively managed by a government agency or Committee of Management. This facility caters primarily for tourists (for which a charge may or may not be applied).

Tourist Route means a tourist route incorporates special interest visitor trails developed in conjunction with representative organisations, to link tourist facilities of related interest, attraction or theme.

Tourist Season means that period of time between 1 November to 19 December and 1 February to 30 April each year.

Traffic Control Specification means the requirements of clause A3-21 (Traffic management).

Utilities means facilities owned or operated by Utility Authorities.

Utility Authority means a provider of infrastructure for services such as gas, electricity, sewage, water and telecommunications, who may be affected by the performance of the Services.

Variable Message Sign (VMS) means moveable illuminated signage that can be programmed to display different messages. Used to alert road users of upcoming traffic hazards and delays.

Variation means, for the Services (other than Ordered Work), a variation made in accordance with part 7 (Variations) and for Ordered Work, a variation ordered under clause A8-9 (Variations) of the Work Order Conditions.

Vitiating Act means circumstances of fraud, misrepresentation, nondisclosure or breach of any warranty or condition of a policy of insurance

Waste means material or energy that have no further use and are released to the environment as a means of disposal.

WMS is an abbreviation of Work Method Statement.

Work shall have the same meaning as "Service".

Work Method Requirements means, in respect of any Activity, the work method requirements listed in Annexure 4 (Activity Specifications) for that Activity.

Annexure 1

Work Order means, with respect to any Ordered Work, the Work Order issued for that Ordered Work in accordance with clause A3-5 (Initiation of Ordered Work).

Work Order Conditions means the conditions set out in Annexure 8 (Ordered Work Conditions), as incorporated into any Work Order.

Work Order Documents means, with respect to any Work Order, the documents comprising that Work Order including:

- (a) the specifications, drawings and other instructions for the Ordered Work,
- (b) the agreed pricing provisions applying to the Ordered Work, and
- (c) all terms of the Contract that apply to Ordered Work.

Work Variation (WV) means an application by the Contractor and subsequent approval by the Superintendent to vary a Works Order.

Works Manager means the person from time to time employed by the Contractor to carry out functions identified by the Contract as being functions of the Works Manager.

Worksite means, at any time, the place where the Services are being performed at that time.

Annexure 2

Price

**Cleansing & Drainage Cleaning Services
Contract No. 2328**



**MORNINGTON
PENINSULA**
Shire

Annexure 2 - Price

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Annexure 2 – Price

PS10 Payments due**PS10.1 Monthly payment**

The monthly payment is made up of the following components:

- Monthly Service Charge (MSC)
- Contract Variations (CV)
- Deductions (D)

The amount payable to the Contractor each month during a Contract Year is as follows:

$$\text{Monthly payment} = \text{MSC} + \text{CV} - \text{D}$$

Where:

MSC is the MSC for that Contract Year calculated in accordance with this Annexure (being the amount then payable for the Core Services and all other obligations of the Contractor except where expressly stated otherwise);

CV is the amount then payable in accordance with clause 39.2 of the Agreement (Valuation of Variations) with respect to the month to which the payment pertains for Variations which are not to be or have not yet been incorporated into the MSC;

D is any deduction to the amount payable to the Contractor under the Contract which the Superintendent has determined pursuant to the Contract or which the Shire is otherwise entitled to make pursuant to the Contract.

PS10.2 No limitation of rights

Nothing in this clause limits any other right of a party to payment for Services provided under the Contract or any right of set-off, deduction or withholding conferred by the Contract.

PS10.3 Other Payments

Any other amount payable to the Contractor with respect to the month to which the payment pertains is to be invoiced separately to the MSC.

PS11 Monthly Service Charge (MSC)**PS11.1 Initial MSC**

The Monthly Service Charge (MSC):

- at the Commencement Date is \$860,254.73 excluding GST for Year 1

- \$914,788.06 excluding GST for Year 2 plus adjustment as per PS12 Indexation adjustment.

PS11.2 Application

The MSC is payment for the Core Services and the performance of all other obligations of the Contractor under the Contract, except where otherwise expressly stated.

PS12 Annual determination of the MSC

PS12.1 Timing of determination

The MSC for each Contract Year must be determined by the Superintendent by 30 September in that Contract Year (including the 1st year of the Contract) and applied retrospectively with effect from the Adjustment Date.

PS13 Indexation adjustment

PS13.1 Annual indexation

Every Component Price, Daywork Rate, rate or price in the Schedule of Rates and other amount identified in the Contract as "Indexed" must be indexed once annually with effect from the Adjustment Date in accordance with the formula set out in clause A2-4.2 (Indexation formula).

PS13.2 Indexation formula

Where a rate, price or other amount must be Indexed under the Contract, the adjustment is to be made in accordance with the following formula:

$$S \text{ (Indexed)} = \frac{S \times A}{B}$$

Where:

S (Indexed) is the adjusted rate, price or other amount.

S = is the rate, price or other amount to be adjusted, which is :

- if the rate, price or amount is specified in the Contract and the adjustment is being made on the first Adjustment Date, the rate, price or amount specified in the Contract;
- if the rate, price or amount is specified in the Contract and the adjustment is being made on the second or a later Adjustment Date, the rate, price or amount as adjusted at the most recent Adjustment Date; or

- if the rate, price or amount is not specified in the Contract and has been determined since the Commencement Date:
 - if the rate, price or amount has not yet been adjusted, the rate, price or amount so determined; or
 - if the rate, price or amount has already been adjusted, the rate, price or amount as adjusted at the most recent Adjustment Date.
- A is the Applicable Index as at the June quarter of the year in which the Adjustment Date falls; and
- B is the Applicable Index as at the June quarter of the year preceding the year in which the Adjustment Date falls.

PS13.3 **Applicable Indices**

The Applicable Indices are set out in Schedule PS13 (Applicable Indices). Where an Applicable Index is reset by the Australian Bureau of Statistics during the Contract Term, the formula set out in PS13.2 must take account of the resetting formula supplied by the Australian Bureau of Statistics.

PS13.4 **Replacement indices**

All Applicable Indices are as published by the Australian Bureau of Statistics, except that, if the Australian Bureau of Statistics:

- .1 ceases to maintain any of the Applicable Indices; or
- .2 substantially alters the method of calculation of an Applicable Index,
- the Superintendent may nominate another index to be used instead for the purposes of adjustments under clause PS13.2. The Superintendent must select an index which, in the reasonable opinion of the Superintendent, is the index that provides as close an approximation as possible to the original index.

PS14 **Fixed prices**

The parties acknowledge and agree that, except to the extent otherwise expressly provided, the Component Prices are fixed.

PS15 **Cost Breakdowns**

The Contractor must, in undertaking the Services under the MSC, be able to provide a cost break up based upon a particular asset class for a particular Contract Year. When requested by the Superintendent for any such breakdown, the detailed figures must be provided in an approved format within five (5) Business Days of the request.

The Contractor must keep records of monthly expenditure itemised into activities undertaken as set out in Annexure 4. Records to be kept include:

Activity Specification	Expenditure Details
A4-6 Beach Cleaning	Disposal costs for waste
A4-7 Street Sweeping	Sweeping expenditure and waste disposal per nominated VicRoads roads, nominated bike lanes/sealed shoulders, commercial roads, industrial roads and residential roads.
A4-8 Sanitary Cleaning	Toilet cleaning and consumables per public toilet block
A4-9 Street and Drain Litter Collection	Disposal costs for waste and recycling
A4-15 Foreshore Camping Sanitary Cleaning	Sanitary cleaning and consumables per toilet block
A4-17 Maintenance of Gross Pollutant Traps	Disposal costs for waste
A4-18 Clear Culverts, Pipes and Pits	Cleansing expenditure per catchment for culverts, pipes and pits

Schedule A2-1 – MSC Calculation Schedule

Schedule A2-1 - MSC Calculation Schedule (Contract Year 1)

Item No.	Description of Work	Monthly Service Charge	Annual Lump Sum Amount
		(ex GST)	(ex GST)
	MANAGEMENT AND OVERHEADS		
1	Contract Management	\$33,318.72	\$399,824.60
2	Integrated Management Plan	\$3,630.78	\$43,569.36
3	Data Collection and Transfer	\$3,557.89	\$42,694.71
4	Provision of Depot	\$10,794.35	\$129,532.23
	SWEEPING SERVICES		
CBE	Beach Cleaning	\$22,019.95	\$264,239.42
NSS	Street Sweeping	\$217,386.08	\$2,608,632.93
NFS	Footpath Sweeping & Cleaning	\$40,113.76	\$481,365.09
	CLEANSING SERVICES		
CSA	Sanitary Cleaning	\$88,656.79	\$1,063,881.49
BBC	Barbecue Facility Cleaning & Maintenance	\$37,881.35	\$454,576.14
HVP	High-Visibility Street Presence	\$69,543.22	\$834,518.68
	LITTER SERVICES		
RLC	Street and Drain Litter Collection	\$60,410.52	\$724,926.28
NDA	Dead Animal Collection	\$2,368.77	\$28,425.19
	FORESHORE CAMPING SERVICES		
NFM	Foreshore Camping - Sanitary Cleaning	\$50,483.24	\$605,798.88
	DRAINAGE SERVICES		
NPT	Maintenance of GPT's	\$20,209.57	\$242,514.88
DCP	Clear Culverts, Pipes and Pits	\$176,613.38	\$2,119,360.50
	MISCELLANEOUS		
NCS	Customer Service	\$6,702.98	\$80,435.73
MEC	After Hours Call Out	\$2,467.54	\$29,610.49
DCA	Drainage Assessment Validation & Condition Report	\$14,095.84	\$169,150.10
	Total Lump Sum Amount	\$860,254.73	\$10,323,056.70

Please note as per Tender Information Clarification No.4:

The cost of waste disposal for Activities A4-7 Street Sweeping and A4-18 Clear Culverts, Pits and Pipes on a cost plus 6% margin arrangement until June 30, 2019

Schedule A2-1 – MSC Calculation Schedule

Schedule A2-1 - MSC Calculation Schedule (Contract Year 2)

Item No.	Description of Work	Monthly Service Charge (ex GST)	Annual Lump Sum Amount (ex GST)
	MANAGEMENT AND OVERHEADS		
1	Contract Management	\$33,318.72	\$399,824.60
2	Integrated Management Plan	\$3,630.78	\$43,569.36
3	Data Collection and Transfer	\$3,557.89	\$42,694.71
4	Provision of Depot	\$10,794.35	\$129,532.23
	SWEEPING SERVICES		
CBE	Beach Cleaning	\$22,019.95	\$264,239.42
NSS	Street Sweeping	\$260,719.41	\$3,128,632.93
NFS	Footpath Sweeping & Cleaning	\$40,113.76	\$481,365.09
	CLEANSING SERVICES		
CSA	Sanitary Cleaning	\$88,656.79	\$1,063,881.49
BBC	Barbecue Facility Cleaning & Maintenance	\$37,881.35	\$454,576.14
HVP	High-Visibility Street Presence	\$69,543.22	\$834,518.68
	LITTER SERVICES		
RLC	Street and Drain Litter Collection	\$60,410.52	\$724,926.28
NDA	Dead Animal Collection	\$2,368.77	\$28,425.19
	FORESHORE CAMPING SERVICES		
NFM	Foreshore Camping - Sanitary Cleaning	\$50,483.24	\$605,798.88
	DRAINAGE SERVICES		
NPT	Maintenance of GPT's	\$20,209.57	\$242,514.88
DCP	Clear Culverts, Pipes and Pits	\$187,813.38	\$2,253,760.50
	MISCELLANEOUS		
NCS	Customer Service	\$6,702.98	\$80,435.73
MEC	After Hours Call Out	\$2,467.54	\$29,610.49
DCA	Drainage Assessment Validation & Condition Report	\$14,095.84	\$169,150.10
	Total Lump Sum Amount	\$914,788.06	\$10,977,456.70

Please note as per Tender Information Clarification No.4:

For reference the value of the waste disposal above in the year 2 lump price allowed for 5,000T at \$104/T for Activity A4-7 Street Sweeping (\$520,000 p.a.) and 960T at \$140/T on Activity A4-18 Clear Culverts, Pits and Pipes (\$134,400 p.a.).

The cost of waste disposal could be incorporated into the contract from July 1, 2019 through an agreed variation. This may result in an adjustment to the above Year 2 Lump Sum amount as agreed by both parties prior to June 30, 2019.

Schedule A2-2 – Daywork Rates

Schedule A2-2 - Daywork Rates

The Dayworks Rates in this schedule:

- (a) include profit, on-costs, administration, , preliminaries, labour costs (including operators for plant and equipment), fuel, travel to and from the relevant site, supervision and all other costs incurred directly or indirectly in providing the plant or labour referred to; and
- (b) only apply to work carried out directly by the Contractor. Materials supply, sub-contract labour and hired plant are paid for in accordance with clause 48.5 (Daywork, without applicable Daywork Rates).

The Contractor will only be paid the Standby Rate with respect to any plant or equipment where the Superintendent expressly directs that the item of plant or equipment is to stand down from performing the Services, but is to remain on the site.

PLANT AND EQUIPMENT RATES

Item No.	Description	Description	Normal Rate	Standby Rate
		(Make, model and year) Description	\$/ hour (Ex GST)	\$/ hour (Ex GST)
MANDATORY SERVICES:				
1.	Street Sweeper (suction type)	MacDonald Johnston VT651	\$79.94	\$79.94
2.	Flat Surface Cleaner	Pressure Washer - Rotary Walk Behin 4000PSI	\$75.33	\$75.33
3.	Utility vehicle	Holden Colarado	\$15.93	\$15.93
4.	Tractor & Mechanical Beach Cleaner	John Deere 6230 and Barber Surf Rake 600HD	\$39.44	\$39.44
5.	High Pressure Water Jet Cleaner	Spoutvac SV3750JB	\$50.60	\$50.60
6.	Easement Reel	DCS Dingo unit, Trailer Mounted	\$46.00	\$46.00
OTHER RESOURCES:				
7.	Skid steer loader; up to 0.5m³, bucket and trailer	Bobcat 753	\$48.18	\$48.18
8.	Loader; up to 1.5m³ bucket	CAT 5T Excavator	\$45.22	\$45.22
9.	2WD Tractor	John Deere 6230	\$27.60	\$27.60
10.	Truck with Crane	Fuso Canter 4x2 815 Wide Cab	\$33.82	\$33.82
11.	Flex Drive Pump	Honda Flexi-Drive Pump	\$28.75	\$28.75
12.	Sedan/Light Vehicle	Holden Colarado	\$15.93	\$15.93
13.	Truck with Crane & Bobcat	Fuso Canter 4x2	\$82.00	\$82.00

Schedule A2-2 – Daywork Rates

		815 Wide Cab + Bobcat 753		
14.	Hook Truck	Hino FE 1426- 500	\$52.57	\$52.57
15.	Van Vehicle	Holden Colarado	\$15.93	\$15.93

Schedule A2-2 – Daywork Rates

ACTIVITY RATES

Item No.	Description	Unit	Rate (Ex GST)
1.	Dumped waste greater than 4m ³	Cum	\$92.69
2.	Sanitary Cleaning – Cycle A	Hour	\$116.27
3.	Sanitary Cleaning – Cycle B	Hour	\$116.27
4.	Portable hydration station	Day	\$759.00
5.	Portable toilet	Day	\$207.00
6.	Portable outdoor surveillance system	No.	\$3,250.00
7.	High pressure cleaning	Hour	\$96.62
8.	Barbeque facility cleaning	Hour	\$116.27
9.	Beach cleaning	Hour	\$149.55
10.	Street sweeping	Hour	\$178.75
11.	Litter collection in roads	Hour	\$107.98
12.	Litter collection at Facilities, Reserves & beaches	Hour	\$107.98
13.	Footpath sweeping	Hour	\$61.96
14.	Footpath deep cleaning	m ²	\$4.26
15.	Gross Pollutant Trap (GPT) cleaning	No.	\$1,265.00
16.	Culvert & pipe cleaning	Lm	\$9.78
17.	Pit cleaning	No.	\$241.50
18.	Soak pit cleaning	No.	\$1,022.00

LABOUR RATES

Item No.	Description	Normal Rate \$/ hour
1.	Technical Officer	\$54.05
2.	Supervisor	\$64.40
3.	Plant Operator	\$46.02
4.	Maintenance Labourer	\$46.02
5.	Office Admin	\$49.45
6.	Traffic Controller	\$51.75
7.	High-Visibility Street Presence	\$41.96

Schedule A2-3 – Rates for Asset Inventory Changes

Schedule A2-3 - Rates for Asset Inventory Changes

Activity	Description	Unit	Contract Rate (CR) (excl GST)
A4-5 Barbecue Facility Cleaning and Maintenance	Barbecue Facility Cleaning & Maintenance	No.	\$37.20
A4-6 Beach Cleaning	Beach Cleaning	Sq. m	\$0.04
A4-7 Street Sweeping	Street Sweeping	Lin. m	\$0.07
	Car park Sweeping	Sq. m	\$0.05
A4-8 Sanitary Cleaning	Sanitary Cleaning – Cycle A Sanitary Cleaning – Cycle B Fish Cleaning Facility cleaning	No. No. No.	\$37.20
A4-9 Street and Drain Litter Collection	Litter collection in Roads Litter collection at Facilities, Reserves & Beaches	Lin. m Area	\$0.09 \$0.09
A4-11 Drainage Asset Validation & Condition Assessment	Condition assessment pits Condition assessment GPTs Condition assessment pipes	No. No. Lin. m	\$18.98 \$57.50 \$3.80
A4-14 Footpath Sweeping & Cleaning	Footpath Sweeping Deep Cleaning	Sq. m Sq. m	\$0.06 \$4.26
A4-15 Foreshore Camping Sanitary Cleaning	Sanitary Cleaning – Cycle A Sanitary Cleaning – Cycle B	No. No.	\$37.20
A4-17 Maintenance of Gross Pollutant Traps	Gross Pollutant Trap cleaning	No.	\$776.25
A4-18 Clear Culverts, Pipes and Pits	Culvert & Pipe cleaning Pit cleaning Soak Pit cleaning	Lin. m No. No.	\$9.78 \$31.86 \$31.86

Schedule A2-4 – Applicable Indices

Schedule A2-4 - Applicable Indices

Item No.	Description	Applicable Index	%
1.	Contract Management	ABS Labour Price Index 6345 Table 2: Total Hourly rates of Pay Excluding Bonuses, All Sectors, Victoria	100%
2.	Integrated Management Plan	ABS Consumer Price Index 6401 Table 1: All Groups, Melbourne	100%
3.	Inspection and Conditioning Monitoring	ABS Consumer Price Index 6401 Table 1: All Groups, Melbourne	100%
4.	Data Collection & Transfer	ABS Labour Price Index 6345 Table 2: Total Hourly rates of Pay Excluding Bonuses, All Sectors, Victoria	100%
5.	Provision of Depot	ABS Consumer Price Index 6401 Table 1: All Groups, Melbourne	100%
BBC to DCP	Routine Maintenance Services	ABS Producer Price Index 6427 Table 17: Road & Bridge Construction	100%
Sch A2-2	Daywork Rates for Plant & Equipment	ABS Consumer Price Index 6401 Table 1: All Groups, Melbourne	100%
Sch.A2-2	Daywork Rates for Labour	ABS Labour Price Index 6345 Table 2: Total Hourly rates of Pay Excluding Bonuses, All Sectors, Victoria	100%
BBC to DCP	Rates for Asset Inventory Change	Each rate is adjusted by the Index applicable to the Component Price to which the rate relates (by way of illustration, the rates for Network Management are adjusted using the ABS Labour Price Index 6345 Table 2: Total Hourly rates of Pay Excluding Bonuses, All Sectors, Victoria; the rates for Condition Monitoring are adjusted using ABS Consumer Price Index 6401 Table 1: All Groups, Melbourne).	100%
Agreement CI 68	Service Point Values	ABS Producer Price Index 6427 Table 17: Road and Bridge construction	100%

Annexure 3

Services Specification

Cleansing and Drainage Cleaning Services
Contract No. 2328



MORNINGTON
PENINSULA
Shire

Annexure 3 – Services Specification

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Annexure 3 - Services Specification

A3-1. Overview of the Services

A3-1.1 Contractor's key responsibilities

The Services comprise the management of the Asset and maintenance of the Assets in accordance with the specific requirements of the Contract, and so to meet the applicable Performance Standards.

Without limitation, the Contractor must:

- .1 Regularly inspect the Assets and identify and record Defects;
- .2 Rectify Defects and plan, program and undertake work to ensure that all Defects are rectified within their respective Response Times;
- .3 Maintain and update the Asset Inventory as and when Assets are replaced in the course of performing the Services, or when new Assets are constructed as a consequence of any Ordered Work or an Accelerated Works Project and when new or reconstructed Assets are handed over by the Shire in accordance with the Infrastructure Asset Notification Procedure;
- .4 Undertake Condition Inspections to ensure that the assets are being properly maintained;
- .5 Develop and implement programs as and when required by the Contract;
- .6 Subject to the directions of any Authority, perform during the Contract all Call-Out Services (including Initial Response) within the Asset in a timely and responsible manner and otherwise in accordance with the Contract;
- .7 Carry out Ordered Work as and when required by the Contract;
- .8 Perform all activities necessary or incidental to the performance of any of the above obligations; and
- .9 Carry out any other activities which the Contractor is required by the Contract to carry out as part of the Services.
- .10 During the Due Diligence Period A3-29.2, undertake due diligence for the purposes of verifying or otherwise that the data and associated information supplied by the Shire as at

the commencement date is correct. Due diligence is to include, but is not limited to, verification of:

- (i) Asset details supplied in Annexure 9
- (ii) Confirmation that all plant and equipment has been maintained in accordance with the manufacturers specifications and manuals;
- (iii) All Assets that have an existing condition rating, have a rating of less than 8, pursuant to clause A6-8.5.

All costs associated with due diligence are part of the MSC.

A3-1.2 Items outside scope

Notwithstanding any other provision of the Contract (but without any provision of the Contract relating to Variations or Ordered Work), the Contractor is not required to carry out:

- .1 any Minor Works, Non-MSC Services or other work which requires a Work Order to initiate it until the Work Order has been issued and the Contractor has had sufficient time (having regard to the nature and scope of the Ordered Work) to mobilise;
- .2 work required on property that is not an Asset, except where this is authorised by a direction of the Superintendent; or
- .3 Where as a result of any initial inspection, customer complaint or otherwise an asset is found to be:
 - (i) outside the specified intervention criteria
 - (ii) uncompleted works as identified in outstanding Shire Customer Relationship Management System requests and actions;
 - (iii) the asset has not been maintained in accordance with the manufacturers specifications and manuals;
 - (iv) the asset is identified as having a condition rating of 8 or higher;
 - (v) any asset that is found to be beyond its normal operating life and is required to be removed or replaced.

during the Due Diligence Period A3-29.2 for the Contract, the Contractor shall not be responsible for bringing the deficient infrastructure feature to within the specified intervention criteria. The Contractor shall only undertake any additional "make good works" as Ordered Works.

A3-1.3 Obligation to notify work outside scope

If the Contractor identifies work that would be desirable to be done to improve the Condition of any Asset but that falls outside the scope of the Core Services, the Contractor must notify the

Service Operations Team of the identified work and must continue to maintain the Asset (to the extent required by the Contract) in its existing Condition until such time as the Shire undertakes the necessary work to fix it.

A3-2. Overview of the Assets

A3-2.1 The Assets for which the Contractor is required to provide the Services as at the Commencement Date are:

- .1 all assets owned by the Shire as set out in the Annexure 9;

A3-2.2 The following assets are excluded from the Contract:

- .1 assets for which the state government is responsible unless subject to a Maintenance Agreement as listed in Annexure 9; and
- .2 any Assets on land subject to a formal lease or Occupancy Agreement including Melbourne Water Drains.

A3-2.3 The Assets are subject to change from time to time by Asset Inventory Changes made in accordance with the Contract.

A3-2.4 The Cleansing & Drainage hierarchy used within the Contract is based on the adopted hierarchy used by the Shire in the Road Management Plan and the Drainage Asset Management Plan. The Shire reserves the right to review the Cleansing hierarchy at any time during the Contract and may also make any adjustments as a result of any review part of the Annual Review.

A3-2.5 For the purposes of the Contract, the Asset Inventory is conclusive of the extent and content of the Assets at any point in time (unless it can be established at that time that the Contractor has not been maintaining the Asset Inventory properly in accordance with the requirements of the Contract).

A3-3. Core Services

A3-3.1 **Description**

The Core Services are grouped generally into 5 classes for the purposes of the MSC Calculation Schedule:

- .1 Cleansing & Drainage Asset Management – all activities specified in the Contract and concerned with the management of the Asset and of the Services including inspections, identification and recording of Defects; scheduling and planning work; design of appropriate treatments and programming; contract management; servicing the Service Management Team; customer service and liaison and all other activities to ensure the

management of the Asset in accordance with the Contract,

- .2 Integrated Management Plan – all activities specified in the Contract and concerned with the preparation and maintenance of the Integrated Management Plan and the management of quality, environmental and safety compliance in the performance of the Contract,
- .3 Condition Monitoring – all activities specified in the Contract and concerned with the collection and analysis of data as in each Activity Specification.
- .4 Routine Maintenance Services – all activities specified in the Contract and concerned with the delivery of the Services as required by the Activity Specifications (other than the Non-MSC Services and Assets with a Condition Rating in excess of 8.)
- .5 Annual Programs – all activities (including analysis and program preparation) specified in the Contract and concerned with the development and implementation of Programs to maintain the condition of the Assets.

A3-3.2 Payment

The Core Services, and all work, labour, plant and materials required to carry out the Core Services are included in the Monthly Service Charge, except where the Contract expressly provides otherwise.

A3-3.3 Performance of the Core Services

The Contractor must carry out the Core Services as and when they are required during the Contract Term so as to meet the applicable Performance Standards, Contractual Time Requirements and other requirements of the Contract.

A3-3.4 Software Licence

If any software licence is required to comply with the terms of this Contract the Contractor must, at its own cost, procure the required user licences and a basic level of ongoing support and maintenance (including upgrades) for the Shire Software for a minimum duration equivalent to the Contract Term.

A3-4. Ordered Work

A3-4.1 Ordered Work

In addition to the Core Services, the Contractor is required to carry out Ordered Work as and when required by Work Orders issued in accordance with the Contract, .

A3-4.2 Scope of work that must be ordered

Subject to clause A3-6 (Scope of Minor Works) and without limiting the Superintendent's power to issue Work Orders in any other circumstances:

- .1 the Contractor is entitled to carry out all Non-MSD Services and Minor Works required by the Shire with respect to the Assets during the Contract Term, and
- .2 if the Shire requires any Non-MSD Services or Minor Works at any time during the Contract Term, the Superintendent must issue a Work Order:

A3-4.3 Payment for Ordered Work

Payment for Ordered Work is outside the Monthly Service Charge and, in each case, is on the basis specified in the applicable Work Order Documents. Where the Activity Specifications specify a basis of payment for any Ordered Work, that basis of payment applies, unless the parties agree otherwise in writing.

A3-4.4 Performance of Ordered Work

Ordered Work must be carried out and completed in accordance with:

- .1 the requirements of the applicable Work Order Documents, and
- .2 if the Ordered Work is a Non-MSD Service, the applicable requirements of the Activity Specifications.

A3-4.5 Quantity of Ordered Work

The Shire gives no guarantees regarding the quantity of any Ordered Work issued under the Contract.

A3-5. Initiation of Ordered Work

A3-5.1 Ordered Work will be initiated by the issue of a Work Order. Work Orders must be issued in accordance with the Work Order process in Schedule A3-2 (Work Order Process), unless otherwise agreed by the parties.

A3-5.2 All Work Orders incorporate applicable terms of the Contract.

A3-6. Not Used

A3-7. Management of other work on the Assets

A3-7.1 When Shire Works are being undertaken on the Asset, the Contractor is excused from performance of the Services in so far as they pertain to the site of the Shire Works, except to the extent set out below:

- .1 at all times - the Contractor must continue to provide Call-Out Services in a manner compatible with the Shire's or Other Contractor's responsibility (as the case may be) for the site of the Shire Works (but the Contractor must endeavour to contact the Shire and the Other Contractor wherever practicable prior to taking any action with respect to the Shire Works or any property of the Other Contractor), and
- .2 after practical completion of the Shire Works and during their defects liability period – the Contractor is responsible for monitoring the Condition of the Shire Works and for notifying the Shire of any deficiencies in the Condition of the Shire Works in sufficient time to enable the Shire to procure rectification during the applicable defects liability period.

A3-7.2 The Shire must:

- .1 provide the Contractor with reasonable advance notice of any Shire Works and may include a copy of the specification and an outline of the relevant terms on which the Other Contractor will be engaged (not including any terms which the Shire considers to be commercial in confidence), and
- .2 keep the Contractor informed of relevant dates and progress of the Shire Works including the date the Other Contractor takes over responsibility for the site of the Shire Works, the dates for and of practical completion and the anticipated date of expiry of the defects liability period.

A3-7.3 To the extent applicable, the Asset Handover Procedure (Refer A5-3) will apply to Shire Works, as well as works by third parties.

A3-7.4 Where works by Utilities and other third parties (not including Shire Works) are being conducted, the Contractor must continue to deliver the Services so far as reasonably practicable in a manner that minimises detriment to the works of Other Contractors, employees of Other Contractors and the Environment.

A3-7.5 The Contractor must undertake changes to scheduled works as necessary to facilitate the proficient and safe execution of Shire Works and work lawfully undertaken by others.

A3-7.6 The Contractor must liaise with Other Contractors and Utilities so as to avoid disruption, delays or possible conflicts with the Services.

A3-7.7 The Shire does not warrant the performance of third parties responsible for activities and functions relating to the Assets.

The Shire will however use all reasonable efforts to ensure that its Other Contractors:

- .1 are bound by appropriate contractual obligations consistent with standard Victorian local government practice (including a defects liability period on all capital works of not less than 12 months);
- .2 comply with their contractual obligations to the Shire; and
- .3 co-operate as appropriate with the Contractor.

A3-7.8 The Shire through its representation on the Operations Team will keep the Contractor informed of the activities and planned activities of Other Contractors insofar as such activities may impact upon the Services.

A3-8. Working hours

- A3-8.1 The Contractor must perform the Services when they are required, including at any time of any day, unless the Contract or a direction of the Service Management Team specifies otherwise.
- A3-8.2 Except where the Contract expressly states otherwise, the Monthly Service Charge covers provision of the Core Services regardless of:
- .1 the working hours specified or required to undertake obligations under the Contract; and
 - .2 any restrictions on working hours specified by the Contract or which may be imposed by any Authority as contemplated by the Contract.
 - 3 any restrictions on working hours specified by any Local law or which may be imposed by any guidelines issued by the Environment Protection Authority (EPA).

A3-9. Integrated Management Plan

- A3-9.1 The Contractor must establish, implement and maintain an Integrated Management Plan in accordance with this clause and the requirements of AS/NZS ISO9001:2015, AS/NZS 4801:2001 and ISO 14001:2015..
- A3-9.2 The Integrated Management Plan must be designed specifically to ensure compliance with the Contract and to minimise risks and liabilities associated with performance of the Services (including, without limitation, risks and liabilities in respect of persons, Assets and the Environment).

- A3-9.3 As part of the Integrated Management Plan, the Contractor must establish and maintain a systematic program for identification, assessment, control and review of all matters relating to occupational health and safety, environmental management, training and quality assurance of processes used in the performance of the Services. Appropriate records that are readily identifiable and retrievable shall be maintained.
- A3-9.4 As part of the Integrated Management Plan, the Contractor must establish and maintain a systematic program for delivery of the Services on Extreme and Code Red days including the assessment, control and review of all matters relating to fire danger used in the performance of the Services.
- A3-9.5 The Integrated Management Plan must include procedures (including work method statements, work instructions and safe operating procedures, as appropriate) and other measures to ensure compliance with the Contract (including the Performance Standards) and with Laws relating to protection of the Environment and OH&S.
- A3-9.6 The Integrated Management Plan must include procedures (including work method statements, work instructions and safe operating procedures, as appropriate) and other measures to ensure compliance with the Shires Risk Management Framework. The Risk Management Framework represents Shire's commitment to risk management, and applies to all Shire employees, Councillors, voluntary workers and contracts. In particular it must address:
- .1 Risk of injury to persons or property of members of the community.
 - .2 Environmental risks.
 - .3 The risk of damage or unauthorised entry to Shire buildings.
 - .4 The risk of damage to other Shire assets.
 - .5 The risk of damage to the Shires reputation as a good corporate citizen.
- A3-9.7 A complete Integrated Management Plan covering performance of the Core Services must be submitted to the Superintendent for review within twelve months of the commencement of the contract.
- A3-9.8 The Contractor is responsible for the quality assurance of the Services and work processes under the Contract in accordance with the Integrated Management Plan.
- A3-9.9 The Contractor must continually monitor the effectiveness of the Integrated Management Plan to meet the outcomes and

standards required by the Contract and must make improvements and adjustments to the Integrated Management Plan as and when required by the SMT.

- A3-9.10 The Integrated Management Plan does not limit any obligations of the Contractor under the Contract, notwithstanding any review or approval by the Service Management Team, the Superintendent or the Shire.
- A3-9.11 The Contractor must, when requested by the Superintendent, provide evidence of the Integrated Management Plan and of the Contractor's ongoing implementation of the Integrated Management Plan.
- A3-9.12 The Contractor must fully integrate into the Integrated Management Plan provision for stormwater management and energy conservation in accordance with any Council policies relating to Carbon Neutrality and Sustainable Procurement.
- A3-9.13 The Contractor must integrate an employment plan for social procurement that addresses the objectives for social procurement (refer Agreement clause 4.2 .11).
- A3-9.14 The Contractor must provide sufficient personnel and resources to participate in the identification, evaluation, prioritisation and treatment of risks and in the monitoring of results.
- A3-9.15 The Contractor must demonstrate to the Shire how the management of the risks inherent in the subject matter of the contract is equal to or exceeds the requirements of the Shire's Risk Management Policy.

A3-10. **Management of the Contract**

A3-10.1 **Contractor's responsibility**

The Contractor must undertake all duties and responsibilities for the proper management of the Services and its obligations under the Contract including:

- .1 appointment of sufficient and competent personnel to manage the Contract,
- .2 effectively undertaking all its obligations pertaining to the operation of the Service Management Team,
- .3 dealing in a timely manner with all matters that contribute to the effective running of the Contract, and
- .4 dealing with the Shire in a professional manner in accordance with the Contract Objectives.

A3-10.2 **Supervision**

The Contractor is responsible for the supervision of the Services.

A3-10.3 Operations unit

The Contractor must establish an operations unit incorporating the positions set out in the organisation chart provided in the Integrated Management Plan. Changes to the organisation structure shown in the organisation chart require the approval of the Superintendent.

A3-10.4 Systems interfaces

All of the Contractor's IT and management systems used in performing the Services must be able to interface with those of the Shire and must follow the principles of transparency and auditability.

The Contractor must not change any IT or management system which would reduce the inter-operability of the system with the Shire's systems in relation to matters such as software compatibility, data protection, data integrity, virus protection and website compatibility. Any change by the Shire to its IT or to a management system that affects the inter-operability of the Contractor's system with the Shire's system will be treated as a Variation.

A3-10.5 Monitoring of customer satisfaction

The Contractor must provide the Shire with such information as is necessary to effectively monitor customer satisfaction with the Services including records of all customer transactions.

The Shire must make available and the Contractor must use the Shire's Customer Relationship Management System to enter records of all transactions with customers of the Shire under the Contract.

The Contractor is not to use the Shire's Customer Relationship Management System as their own maintenance management system.

A3-10.6 Contractor to monitor own performance

In addition to audits by the Shire under clause A3-31 (Audit), the Contractor must regularly monitor its own performance to ensure compliance with the Contract by:

- .1 self-measurement,
- .2 independent checking,
- .3 audit of compliance against the Integrated Management Plan, and
- .4 audit of compliance with Work Orders.

The results of such audits must be made available to the Service Management Team or the Superintendent on request.

A3-10.7 Reporting

The Contractor must regularly report to the Superintendent in relation to the performance of the Services.

Specific reporting requirements are as follows:

- .1 Contractor to report monthly to the Superintendent in relation to programmed maintenance and rehabilitation work using the shire codes and other mandatory data fields and in the formats required by Schedule A3-3 – Format of monthly certification.
- .2 Sustainability Report to be provided on an annual basis or at the request of the Superintendent.
- .3 Annual programs to be submitted in line with the Shire's budget timeline; capital programs by the last Business Day in October and for operational programs, 5 Business Days prior to Christmas each year.
- .4 Impact of Indexation on the Price is to be forecast annually and reported to the Superintendent in line with the Shire's budget timeline; 5 Business Days prior to Christmas each year – forecasts are to be based on the most recently published indices available at the time the report is required
- .5 Special reports to be submitted within the specified time as requested by the Superintendent, the Service Management Team, the Operations Team or the Shire Auditing Officers, as the case may be.
- .6 Adopted programs and other information of general public interest relating to management of the Asset to be submitted for placement on the Shire website.
- .7 All records and registers to be maintained and updated and made available in accordance with the terms of the Contract.
- .8 Report annually on the environmentally preferred products purchased by the Contractor, setting out the preferred products purchased each financial year based on:
 - type of product
 - environmental credential of product
 - quantity purchased
 - cost

A3-11. Inspections

A3-11.1 Program of inspections

The Contractor must plan and implement a program of inspections of the Assets which:

- .1 identifies Defects in a timely manner,
- .2 prioritises Defects requiring immediate and urgent attention because they are likely to create a danger or serious inconvenience to users,
- .3 is responsive to reports or complaints from users, internal stakeholders, the Police or other relevant organisations,
- .4 collates data to monitor performance of the Asset and to establish priorities for future works and maintenance operations,
- .5 incorporates all requirements for inspections described in the Contract,
- .6 maintains a detailed record of all inspections and works undertaken on the Asset and associated sites, and
- .7 enables monthly reporting to the Shire.

Inspections must be carried out at intervals designed to establish programs of periodic maintenance, rehabilitation and improvement works consistent with the requirements of the Contract.

The minimum frequency of the inspections by the Contractor's Quality Inspector are set out in Table A3-1 Inspections.

Table A3-1 - Inspections

ACTIVITY DESCRIPTION	ACTIVITY CODE	INSPECTION FREQUENCY	
		DEFECT	CONDITION
A4-5 BBQ Facility Cleaning & Maintenance	BBC	Monthly	Annual
A4-8 Sanitary Cleaning – Fish Cleaning Facilities only	CSA	Monthly	Annual
A4-11 Drainage Asset Validation and Condition Assessment	DCA	N/A	5 years (min. 5 years max. 1 year)
A4-17 Maintenance of Gross Pollutant Traps	NPT	Monthly	Refer A4-11
A4-18 Clear Culverts, Pipes and Pits – Pipes only	DCP	Pits (non-easement) Very High Risk: 6 months High Risk: 18 months Medium Risk: 3 years Low Risk: 3 years Very Low Risk: 3 years Soak Pits Very High Risk: 6 months High Risk: 18 months Medium Risk: 2 years Low Risk: 2 years Very Low Risk: 2 years	Refer A4-11

* The requirement for each type of inspection and the minimum qualifications and experience for the person undertaking the inspections are set out in Table A3-2.

Table A3-2 – Inspection Requirements

Inspection Type	Purpose	Inspection Performed by & Reporting Requirements
Defect/ Reactive Inspection	<ul style="list-style-type: none"> Inspection undertaken in accordance with a formal programmed inspection schedule to determine if the asset complies with the levels of service as specified in the Asset Management Plan; A record of each asset is to be completed detailing the name of the inspector, the inspection date, time, location and a description of any defects found that are at the specified intervention levels defined in the Asset Management Plan; In addition, a notation must be recorded of any asset inspected where no defect 	<ul style="list-style-type: none"> Technical officer with a minimum of five-years experience in a related discipline; Recording to identify specific defect, time inspected & by whom.

	was apparent under the specific rigour of the inspection.	
Condition Inspection	<ul style="list-style-type: none"> ▪ An inspection specifically to identify deficiencies in the various components of the assets which, if untreated, are likely to adversely affect the operation of the asset. The deficiencies may well impact short-term serviceability as well as the ability of the component to continue to perform for the duration of its intended life span; ▪ The condition inspection process must also meet the requirements for accounting regulations and asset management; ▪ Regular or periodic assessment, measurement and interpretation of the resulting condition data is required so as to determine the need for any preventive or remedial action and development of relevant programs of rehabilitation or renewal works. 	<ul style="list-style-type: none"> ▪ Technical officer with a minimum of five-years experience in a related discipline; ▪ Specific data to be recorded is determined by requirements of the Asset Management Plan & the Asset Information System used to assess asset component needs.

A3-11.2 Condition Inspections

Contractor must plan and implement a program of Condition Inspections of the Cleansing Assets as set out in A3-11.1 in accordance with A6-8 Asset Condition Assessment Guidelines.

A3-11.3 Other planned inspections

In addition to the planned minimum inspections set out above, the Contractor must undertake all inspections required by the Activity Specifications in accordance with the frequencies set out in the Activity Specifications.

A3-11.4 Ad-hoc and other unplanned inspections

In addition to the above planned inspection regimes, the Contractor must also undertake ad-hoc inspections in response to reports, complaints, notifications, major accidents or other adverse incidents affecting the asset or other representations made to the Contractor (either directly or via the customer enquiry system) or inspections by work crews.

A3-11.5 Review of planned inspection programs

Irrespective of the extent of planned inspections proposed in any year, the program of planned inspections must be reviewed and revised if necessary taking a risk management approach to take account of events which could lead to sudden deterioration of parts of the Asset.

A3-11.6 Standard of inspections

Inspections must be carried out by trained and competent personnel.

All inspections must be arranged so as to minimise disruption and delays to users of the Assets.

The requirement for each type of inspection and the minimum qualifications and experience for the person undertaking the inspections is specified in Table A3-2 Inspection Requirements.

A3-11.7 **Inspection records**

The results of all inspections (including "nil returns") taken in carrying out the Services must be recorded in the Contractor's Contract Management System and the Shire's Information Management System within 1 Business Day of completion of inspection.

A3-12. **Initiation of work**

- A3-12.1 As soon as practicable after identifying and logging a Defect (whether as a result of inspection or otherwise), the Contractor must initiate action to Rectify the Defect within the applicable Response Time.
- A3-12.2 Where an immediate response is not required, the Contractor must ensure that the Defect is prioritised and programmed for Rectification within the appropriate Response Time.
- A3-12.3 Subject to clause A3-12.4, where the Activity required to Rectify the Defect is one that is wholly or partly subject to an annual program of works (as specified by the Activity Specification), the Contractor satisfies its obligations under the Contract by:
 - .1 recording the Defect and programming it for Rectification as part of the program of works, and
 - .2 continuing to monitor the Defect so as to ensure that the Defect does not reach Compulsory Intervention Level before it is programmed for Rectification.
- A3-12.4 The Contractor must rectify any identified Defect before it reaches Compulsory Intervention Level or, at the very latest, within 24 hours of identifying that it has reached the Compulsory Intervention Level.

In the case of Activities not covered by the Monthly Service Charge, the Contractor satisfies its obligations under this clause and clause A3-12.3. by reporting the Defect to the Superintendent before it reaches Compulsory Intervention Level or, if it has already reached Compulsory Intervention Level at the time it is identified, by reporting it to the Superintendent within 2 hours of identifying it.

A3-13. Records of actions taken

- A3-13.1 All actions taken by the Contractor in response to Defects must be recorded in the Contractor's Contract Management System and the Shire's Information Management System within 24 hours of completion of that action or part of action. The location of all completed works must be referenced in accordance with the Shire's GIS.
- A3-13.2 Where those actions involve disposals, modifications, relocations or the finding of assets not previously recognised, they must be recorded in the Contractor's Contract Management System and the Shire's Information Management System within 24 hours, in accordance with the Asset data requirements.
- A3-13.3 For the purposes of this clause, the Contractor must ensure that the data fields in the Contractor's Contract Management System are consistent with the reporting formats set out in Schedule A3-3 – Format of monthly certification, and that on each occasion all applicable data required to populate those data fields is recorded.

A3-14. Asset Management

- A3-14.1 The Shire will supply the Contractor with an online real-time view of the Shire's Asset Register, via the Shire's Information Management System. The Contractor shall supply the Shire with updated data as required by the reporting requirements defined in A6-6. Claims for variations due to changes to the Asset Inventory must be submitted monthly with the normal monthly claim. Input will relate to assets that have been disposed, modified, relocated or found.
- A3-14.2 The Contractor will be advised of new assets by the Shire staff in accordance with the Shire's Asset Handover Procedure when they have been created by others e.g. a new subdivision, or when they have been observed by the Contractors staff and cleared by the Shire. The Contractor must review and put forward proposals for updating the Shire's Asset Handover Procedure for consideration at the first annual review.
- A3-14.3 Where the Contractor has replaced an existing asset with a new asset of the same specification or where the replacement is of a higher specification the Contractor must record all the relevant information in accordance with the requirements of Annexure 6.
- A3-14.4 All disposals e.g. demolition of Assets, must be recorded including whether or not any residual value has been realised.
- A3-14.5 The actual information required for each type of asset will be supplied by the Shire's Asset Management staff at the start of the contract. The format to be used must be agreed with the

Shire and meet all accounting standards and other requirements of this contract.

- A3-14.6 The cost of undertaking the inspections, recording the data and inputting data must form part of the Lump Sum amount for the contract and no extra payment shall be made.

A3-15. **Asset Inventory**

- A3-15.1 Throughout the Contract Term, the Contractor must notify and supply asset data to the Shire in accordance with Annexure 6.

- A3-15.2 The parties acknowledge and agree that:

- .1 The Asset Inventory contained in Annexure 9 (Asset Description) may not provide a complete data-set of the Assets as they stood at the Commencement Date; and
- .2 They will work together to create an accurate and up to date shared data-set of all Assets. The Contractor will ensure that the shared data set is kept accurate and up to date.

- A3-15.3 The Contractor will exchange data electronically using the online geospatial tool. All data provided must be in accordance with Annexure 6.

- A3-15.4 The Shire must provide details of New Assets in accordance with Agreement clause 41 (Asset Inventory Changes) and of any other work done in respect of an Asset as soon as practicable after completion of the work.

- A3-15.5 Subject to clause A3-15.6, where the Contractor has relocated, replaced or disposed of an existing Asset, the Contractor must notify the Shire in accordance with Annexure 6.

- A3-15.6 The Contractor must work with the Shire's Asset Management Team in developing the details to be supplied and reporting systems and procedures necessary to have in place to meet the Shire's requirements under clause A3-15.3.

- A3-15.7 All disposals e.g. removal of an old barbeque facility, must be recorded and reported to the Shire, including whether or not any residual value has been realised. Where materials have not been recycled or are not available for recycling they must be valued to take into account all costs associated with the new replacement materials.

A3-16. **Customer service & community liaison**

- A3-16.1 The Contractor is the primary point of contact for customers in relation to matters concerning the management of the Asset

during the Contract Term, except where otherwise provided or required by the Shire.

- A3-16.2 The Contractor must undertake all functions necessary to process and close out customer requests in accordance with Performance Standard 5 (Interface with Shire and Customers) and Activity Specification A4-12 Customer Service.
- A3-16.3 The Contractor must develop and implement a system of consultation with stakeholders in accordance with the Contract with particular emphasis on consultation and notification relating to major works and residents with special needs.
- A3-16.4 The Contractor's staff must:
- .1 present in a friendly, honest, courteous and efficient manner to members of the public, the Shire and any other people they encounter in the performance of the Services;
 - .2 not commit the Shire to any liability or obligation or compromise the position of the Shire at any time; and
 - .3 be suitably trained in relation to the requirements of this clause.
- A3-16.5 The Contractor must conduct a customer satisfaction survey (in a form approved by the Service Management Team) at least once each year during the Contract Term.
- A3-16.6 Where customers contact the Shire to report any issues relating to the Asset and the Shire determines that resolution of the issue is part of the Services, the Shire will report the issue to the Contractor and enter it into the Shire's corporate systems.

A3-17. After Hours Response

- A3-17.1 The Contractor has responsibility under this Contract for cleansing and drainage maintenance on a 24-hour basis. During this period the Contractor must be responsible to assist emergency services when defect correction is required due to floods, fires or storms, theft or accidents etc.
- A3-17.2 All corrective work resulting from emergency circumstances excluding that involved with the initial response, must be approved by the Superintendent and undertaken at Daywork rates. Work required must be programmed for execution during normal working hours.
- A3-17.3 The Contractor must cooperate with all emergency service organisations with regard to any emergency and ensure effective liaison with the Shire's Municipal Emergency Resource Officer (MERO) responsible for coordination of management in emergencies.

- A3-17.4 The Contractor must comply with a request and make available any plant and personnel used in conjunction with this contract.

A3-18. Road Hierarchy

A3-18.1 Review of Road Hierarchy

The Road Hierarchy used with in this specification is based on the hierarchy used in the Road Management Plan. The Shire reserves the right to review the existing road hierarchy at any time during the Contract and may make any adjustments as a result of any review as part of the Annual Contract Review.

A3-19. Security Measures

- A3-19.1 The Superintendent must inform the Contractor of security measures required to gain access to any Worksites and facilities to execute the works.
- A3-19.2 Keys or security cards given to the Contractor to gain access to any building, facility or area shall remain in the possession of the Contractor or Contractor's employees at all times. The names of the Contractor's employees in possession of keys or security cards must be furnished to the Superintendent prior to the commencement of the Works.
- A3-19.3 The Contractor must immediately inform the Superintendent of lost keys or security cards within two (2) hours of the Contractor being aware of the loss. If the loss of keys or security cards by the Contractor necessitates the replacement of lock hardware or other security measures and incurring costs to the Shire, those costs must be borne by the Contractor (being deductible from the next monthly payment).
- A3-19.4 The Contractor must ensure that all security measures are enforced. Any action or inaction on the part of the Contractor's employees resulting in loss, theft or damage of the Shire's property must be replaced or made good to the satisfaction of the Superintendent.
- A3-19.5 The Contractor must inform the Superintendent of any additional insurances, not cited in the Agreement, that may be required under the works specified in this Contract.
- A3-19.6 The Contractor and all Contractor Staff must not interfere, touch and otherwise disturb any computer or audio-visual equipment in the building or facility.
- A3-19.7 The Contractor and contractor's staff must retain the principle of confidentiality by:
- not reading documents
 - not taking copies of documents

- not removing or otherwise interfering with confidential material.

- A3-19.8 The Contractor and contractor's staff must not consume alcohol on the premises nor be under the influence of restricted substances.
- A3-19.9 The Contractor and contractor's staff must not use any of the Shire's plant, equipment or facilities for private use.
- A3-19.10 The Contractor must ensure that all personnel, including that of subcontractors, used for work at any child care or aged care premises will be subject to a National Police check. The Contractor shall be responsible for the payment of all fees, any time incurred associated with the application and any other incidental expenses.
- A3-19.11 Employees or subcontractors of the Contractor carrying out the Services must wear appropriate identification including an identity card with the company name, staff member name and photograph, at all times.

A3-20. Stormwater Management Plan

A3-20.1 Environmental Management

The Contractor must avoid pollution of any watercourse, drain or dam. This will be done by taking measures necessary to minimise erosion by surface protection of exposed areas, control of runoff water and trapping of sediments. These measures must be detailed in the Stormwater Management Plan (SMP), which the Contractor will submit to the Superintendent.

The Contractor must make reference to and conform to all requirements of the SMP during all stages of the performance of works.

The Contractor must submit, before commencing any part of the work, details of the proposed stormwater management plan to be implemented during the Contract for review by the Superintendent.

Should circumstances arise which are not adequately covered by the SMP, the Contractor must submit an alternative SMP to the Superintendent for review prior to works proceeding. Works must not commence or continue at any location until all stormwater quality protection measures specified in the SMP have been implemented.

A3-20.2 Maintenance of Treatment Measures

To ensure construction activities minimise environmental damage, the Contractor must maintain the treatment measures

throughout the duration of the works and the maintenance period.

A3-20.3 Inspection after Runoff Events

If works are being carried out in wet weather, the Contractor must ensure that prior to and following a runoff event all treatment measures are inspected, and any necessary maintenance is carried out

A3-20.4 Materials for stormwater quality protection measures

Unless otherwise specified, the Contractor must supply all materials required as part of the Works. The materials must be approved by the Superintendent.

A3-20.5 Monitoring of Stormwater Management

The Contractor must comply with any requests from the Superintendent to alter or improve existing stormwater management measures within one (1) day (or within 2 hours if rains is threatening) of being notified.

A3-20.6 Provision for sediment/pollutant disposal

The Contractor is responsible for the collection and disposal of any pollutants collected by all stormwater protection measures in accordance with all statutory requirements.

A3-20.7 Waste disposal

The Contractor is responsible for the collection and disposal of any waste that results from the works undertaken in accordance with all statutory requirements.

A3-20.8 Spills Contingency Plan

The Contractor must have a contingency plan, which must form part of the Integrated Management Plan, for the management of spills and to prevent any spilled chemicals entering the stormwater drainage system. This plan will include methods and access to materials to contain the spill, to clean up the spill and to dispose of or reuse the recovered residues.

Any materials necessary to contain chemical spills must be available on Worksites where storage of such chemicals occurs.

The IMP will contain key contacts at appropriate agencies to contact in case of chemical spillage.

A3-21. Traffic Management

A3-21.1 The Contractor must comply with all applicable Laws in relation to clearways and other restrictions applicable within the Worksite.

- A3-21.2 The Contractor is required to provide traffic management services in conjunction with all Services undertaken within any road reserve. The Contractor must ensure that those traffic management services are executed in accordance with this Annexure, AS 1742.3, the Road Management Act 2004, and the Code of Practice for Worksite Safety - Traffic Management. The Code of Practice for Worksite Safety - Traffic Management has precedence where any conflict of requirements occurs.
- A3-21.3 The Contractor must submit for review and comment by the Shire all traffic management plans (TMPs) prepared for the Services. TMPs may be prepared on a project specific basis or by way of standard arrangements for recurrent situations (the latter must be resubmitted each 12 months). TMPs must comply with the following conditions:
- .1 All Worksite traffic management signage must comply with and be erected in accordance with a TMP approved by the Shire
 - .2 All TMP's should be kept on file, and be able to be accessed by the Shire upon request
 - .3 All Worksite traffic control signage must comply with AS 1742.3
 - .4 All affected residents should be notified of works
 - .5 If a TMP for a particular Service or works requires major traffic control items including:
 - (a) Worksite speed limits
 - (b) Portable traffic signals including "Stop Here On Red Signal" signs,
- the application for review of the TMP must be accompanied by an application for referral to VicRoads and/or the Shire, as appropriate, to seek a Memorandum of Authorisation (MOA).
- A3-21.4 If the Shire provides the Contractor with comments on any TMP, the Contractor must consider those comments and must use its best endeavours to accommodate the Shire's concerns.
- A3-21.5 If the Shire does not comment on or reject any TMP within 10 Business Days of its submission under clause A3-21.3, the Contractor is authorised to implement the TMP.
- A3-21.6 Nothing in this clause prevents the Shire from commenting at any time on a TMP and making suggestions for improvement.
- A3-21.7 Reference in any TMP or other document relating to traffic management (and related records and checklists) must use

terminology consistent with AS 1742 and the Code of Practice for Worksite Safety - Traffic Management.

- A3-21.8 The Contractor must supply all necessary signs and temporary barriers to comply with this clause and must ensure that damaged signs are replaced immediately. Works must not commence or continue at any location until all signs and devices specified in the approved traffic management plan are in place. The Shires Auditing Officer will undertake regular audits of the Contractor's traffic management at Worksites to ensure compliance with the Contract and the relevant standards as defined above.
- A3-21.9 The Contractor must provide for use of variable message signs (VMS), where appropriate, in its traffic management plans. The plans must clearly show which activities require the installation of VMS. The Superintendent may direct the erection of VMS facilities where considered appropriate to provide suitable advance warning and advanced messages of work activities within the road reserve and form part of the Lump Sum.
- A3-21.10 Personnel of the Contractor engaged in traffic management must at all times be accredited in accordance with the Code of Practice for Worksite Safety - Traffic Management and their accreditation issued by a Registered Training Organisation (RTO). Personnel so trained and accredited will be required to supervise provisions for traffic at each Worksite. The cost of this training with respect to provision of the Core Services must be borne by the Contractor.
- A3-21.11 In carrying out the Services at any Worksite, the Contractor must:
- .1 avoid obstruction or damage to roadways and footpaths, drains and water-courses and public services and other services on or adjacent to the Worksite which are visible or the location of which can be ascertained by the Contractor from the appropriate authority or from the Contract;
 - .2 have any obstruction removed immediately;
 - .3 at the Contractor's cost, make good all damage caused by the Contractor or any of its Agents (In the event of the Contractor's failure to do so, the Shire may have the remedial work carried out and the cost incurred will be a debt due from the Contractor to the Shire which may be deducted or recovered by the Shire); and
 - .4 take appropriate and reasonable measures to minimise nuisance to the owners, tenants or occupiers of properties adjacent to the Worksite and to the public generally, in accordance with the requirements of the Shire and any relevant Authorities.

- A3-21.12 Where the works at a Worksite remain uncompleted, the Worksite must be inspected and audited at night by the Contractor in accordance with a schedule approved by the Superintendent.
- A3-21.13 Public notice in an approved form must be given for future works that may cause traffic or resident disruption.
- A3-21.14 Where signs have been erected to control traffic and the works are completed, the signs must be removed from the Worksite within 1 Business Day of completion.

A3-22. Manner of work

A3-22.1 No roads, parks and open space closures

Wherever possible, the Services will be undertaken without roads, parks and open space closure and accordingly the Contractor must provide adequate protection for roads, parks and open space users.

A3-22.2 Co-ordinated works programs

The Operations Team and the Contractor must consult with the Shire, Utilities and Other Contractors in the planning and programming of the Services so as to ensure that all works programs are co-ordinated wherever possible.

A3-22.3 Standards of materials and workmanship

All materials and workmanship used in performing the Services (including materials incorporated into any Asset) must comply with the standards and specifications set out in the Contract.

If there are no applicable standards in the Contract, Australian Standards apply where appropriate, unless otherwise approved by the Superintendent.

A3-22.4 Test methods to be applied

Where test methods are appropriate, the Contractor must use Australian Standard test methods, except where otherwise approved by the Operations Team.

A3-22.5 Testing and results

The Contractor must undertake all testing required by the Contract and must make test results available at the request of the Operations Team or Superintendent.

A3-22.6 Fire restrictions

Before and during any fire restriction periods declared by the Country Fire Authority, the Contractor must inspect and maintain spark arresters on all plant to ensure effective operation. Knapsack pumps, fully charged and in good condition, must be carried on all items of automotive plant and

trucks during fire danger periods. The Contractor must comply with any restrictions on the operation of plant during any fire danger period.

A3-22.7 Compliance with relevant Asset Management Plan

The Contractor must comply with the relevant Asset Management Plan as it affects the Services at all times.

The parties agree that, whenever any relevant Asset Management Plan is modified, the equivalent modifications will be made to the Contract to ensure ongoing consistency with the Asset Management Plan. Where changes to the Contract are required pursuant to this clause, those changes will be implemented by way of Continuing Variation (accompanied, as considered appropriate by the Superintendent, by a deed of variation).

The Shire must nominate the Contractor as a stakeholder to be consulted in any review of any relevant Asset Management Plan.

A3-22.8 Disturbance of Assets

Any Asset disturbed as a result of the performance of the Services must be reinstated to a Condition equivalent to that existing prior to disturbance within:

- .1 the lesser of the applicable Response Time and a period of 4 weeks, if the disturbance has caused a Defect to arise; and
- .2 a maximum period of 4 weeks if there is no Defect.

A3-23. Safety

- A3-23.1 The Contractor must plan, manage, design and carry out the Services with the objective of minimising the number of accidents and casualties within all types of user groups on the Asset.
- A3-23.2 The Contractor must provide a safe working environment for all its employees and implement safe working procedures.
- A3-23.3 The Contractor must take account of health and safety risks in all aspects of the performance of the Services including in relation to maintenance and disposal, as applicable.
- A3-23.4 Within the bounds of clause A3-21.1 (No asset closures), the Contractor must ensure that optimum use is made of all traffic management measures for operations and works to minimise overall disruption to traffic and reduce the risk of conflict between vehicles, pedestrians, other Asset users or occupants and the Contractor's operations.
- A3-23.5 The Contractor must:
 - .1 provide, erect, maintain, reposition, cover, uncover, or remove traffic signs as required by the Contract; and
 - .2 where practicable, ensure that all approved asset closures are clearly signed at least two weeks before implementation and that all closures are reopened to traffic within the specified time;

A3-24. Reporting of Incidents

- A3-24.1 The Contractor shall immediately inform the Superintendent of any incident of graffiti or vandalism. All incidents shall be recorded by the Contractor and be reported to the Superintendent upon request.

Full details of the requirements for Graffiti removal are detailed in Activity Specification – A4-20 Graffiti Removal (CGR) in Annexure 4 of the Building Services Contract No. 1743.
- A3-24.2 For all emergencies and incidents within sites under the Contractors control the Contractor shall submit a written report on the incident to the Superintendent within 1 Business Day of the Contractor being aware, or advised, of the incident. A report is required under the following circumstances:
 - .1 where Shire property is damaged in any way;

- .2 where an incident involves a fatality, or serious injury involving the Shire staff, public or Contractor's employees.
- .3 where a claim may be lodged against either the Contractor or the Shire as the result of an incident.
- .4 when a Notice has been issued by the the Environment Protection Authority.
- .5 when a reportable incident had occurred as defined by the Occupational Health and Safety Act 2004.

A3-24.3 Where damage has been caused to the Assets due to an accident, the details of this shall be clearly stated on the incident report. Repairs should be carried out as soon as possible after Superintendent's approval of a Work Order and details kept of the number of workers and the hours worked, hours of work of items of plant and the quantities of materials used on the job. As soon as the work is complete, this information shall be forwarded to the Superintendent to enable the Shire to recover the cost of repairs from the person responsible for the damage or their insurers.

A3-24.4 When a Specific Incident Report (SIR) is requested by the Superintendent for the purposes of recording the outcomes of any incidents subject to claim, the claim must be prepared and returned to the Superintendent within five Business Days of receipt of the SIR request and forms part of the Lump Sum.

A3-25. **Protection of the Environment and heritage**

A3-25.1 **General**

All Services must be carried out in such a manner as to avoid nuisance and damage to the Environment. Services must be executed in compliance with any Environmental codes of practice, guidelines and Laws in force at any Worksite and in accordance with the requirements of this clause.

A3-25.2 **Avoidance of erosion, contamination and sedimentation**

The Contractor must plan and carry out the Services to avoid erosion, contamination and sedimentation of the Worksite and its surroundings. Vehicle and machinery movements must be restricted to avoid damage to vegetation.

A3-25.3 **Use of chemicals**

Herbicides and other toxic chemicals must not be used on the Asset without the prior approval of the Superintendent. Care must be taken not to use chemicals at locations listed in the Shire's Chemical Allergy Register.

A3-25.4 **Protection of watercourses**

The Contractor must avoid pollution of watercourses, drains and dams in carrying out the Services by taking appropriate measures to minimise erosion by surface protection of exposed areas, control of runoff water and trapping of sediments.

A3-25.5 Avoidance of nuisance

The Contractor must not make or permit unnecessary or excessive noise, smoke or other similar nuisance when carrying out the Services. Whether noise, smoke or other nuisance is excessive or unnecessary will be reasonably determined by the Superintendent. All Services must comply with noise control guidelines specified by the Environmental Protection Authority (Vic).

A3-25.6 Dust minimisation

The Contractor must ensure that dust generated by the performance of the Services is minimised by a method approved by the Superintendent.

A3-25.7 Heritage and archaeological values

The Contractor must protect features significant to heritage or of archaeological value that may be affected by the Services. Without limitation, if the Contractor uncovers anything of possible archaeological, Environmental or cultural significance (including bones or artefacts) at a Worksite or otherwise within the worksite and environs, it must cease operations at that Worksite or locality and must inform the Operations Team and the Superintendent of the finding and liaise with relevant Shire officers (e.g. heritage planner, conservation officers, etc) and relevant government departments. The Contractor must not recommence operations at the affected Worksite or locality until it receives advice from the Superintendent that it may do so.

A3-25.8 Waste management

All material removed off-site (including material containing invasive weed species) must be disposed of in a manner and place approved by the Superintendent.

The IMP must contain a detailed procedure for the disposal of the various types of waste likely to be encountered in the delivery of the Services.

The disposal of all unwanted material and waste arising from the performance of the Core Services forms part of the Monthly Service Charge.

A3-26. Sustainability

- A3-26.1 The Contractor must ensure that in the delivery of the Services it addresses the needs of the diverse community of the Shire in accordance with the following principles:

- .1 **Inter & intra generation equity** - the Services must be provided in a manner which is within the community's current financial capacity to pay, having regard to the social and environmental impacts. The Shire warrants that it has the financial capacity to pay the Contractor for the Services required by the Contract.
- .2 **Enhancement of economic and social well-being** - the Services must be provided at the level necessary to meet the community's expectations in the area of safety and security, access to work, recreation and social contacts, improved amenity and increased efficiency and operation or functioning of towns, provided that this clause does not increase specific obligations of the Contractor under the Contract.
- .3 **Conserve non- renewable and use renewable resources** – the Services must be provided in a manner which has regard to the need to conserve resources and reduce reliance on non-renewable resources wherever this is possible consistent with the performance of the Contract. Materials and product used in provision of infrastructure should have regard for a "whole of life" accountability.
- .4 **Maintain & enhance biodiversity** - service and infrastructure design should reflect the need to preserve the biodiversity. Innovation and efficient maintenance and construction methods together with standards should be engaged which maintain and enhance the built infrastructure and natural environment consistent with the requirements of the Contract.
- .5 **Develop community awareness & support** - community participation in the management and provision of Services should be encouraged and pursued wherever possible.
- .6 **Sustainable Procurement** – the Contractor must purchase, where possible, products that are environmentally preferred products and may include but are not limited to:
 - i) products made with recycled materials
 - ii) products that create fewer greenhouse gas emissions;
 - iii) products that are less damaging to the environment and/or human health such as water saving products and non-toxic products or products that have been reused or refurbished in place of sending to landfill or procuring new products.

A3-27. Working areas

- A3-27.1 The Contractor must arrange secure and safe parking of plant, and the siting of any temporary buildings required for its own use. All locations for parking, temporary storage requirements and temporary buildings within the Asset must be approved by the Superintendent.
- A3-27.2 The Contractor must make all necessary arrangements for office space and depot establishment.
- A3-27.3 The Services must be planned and executed so as to minimise disruptions to vehicular and pedestrian traffic.
- A3-27.4 Written notice must be provided to the occupants of properties whose access is affected by works forming part of the Services.
- A3-27.5 The Contractor must provide access at the completion of each day's work to properties adjoining the works.
- A3-27.6 Works directly in front of and affecting access to commercial properties must be carried out such that where properties have more than one access then access must be maintained at one access at all times. All accesses to these properties must be reinstated immediately after each operation which restricts access.
- A3-27.7 Where access to private property is required to undertake any works under this Contract, except in emergencies, the Contractor must give 48-hours notice to the property owner prior to entry. A record of all notices given must be retained by the Contractor and provided to the Superintendent on request.
- A3-27.8 When it is necessary to obtain water from mains, channels, streams, drains or dams, the Contractor must obtain permission from the responsible water authority, pay all relevant fees and observe conditions laid down.

A3-28. Rubbish Disposal

- A3-28.1 All rubbish accumulated during both cleaning and maintenance operations must be disposed of legally and responsibly.
- A3-28.2 Disposal of rubbish must incorporate the principles of optimal recycling as set out in the IMP and as agreed with the Superintendent.

A3-29. Programmed Maintenance

- A3-29.1 The Shire requires a cleansing maintenance service that will effectively respond to the routine maintenance requests and be pro-active in preserving the life of the assets. The Contractor must reduce the component of unspecified maintenance and

develop a cost effective programmed maintenance system over the course of the Contract.

A3-29.2 Due diligence period: The Contractor shall within three (3) months of the commencement of the contract inspect all assets listed in Annexure 9 and in consultation with the Superintendent prepare a programmed maintenance program that reflects the requirements of the specifications. The program shall list the priority of works and provide an estimated cost of implementation of the program. Year 1 of the program shall be aligned with the 2018/2019 financial year and accurately cost the works with all subsequent years being estimated. The Contractor shall consult with the Superintendent to determine the indicative allocations of funds for these works for each of the financial years. The program shall be reviewed and amended on an annual basis and lodged prior to the end of each financial year to facilitate budget considerations.

A3-29.3 The Superintendent from time to time may require the Contractor to prepare detailed reports on Cleansing and Drainage assets to assist with a decision making process.

A3-30. Protection of Persons, Property, Pedestrian Accessways and Provision for Traffic

A3-30.1 The Contractor must avoid obstruction or damage to building or facility accesses, roadways and footpaths, drains and water-courses and public utilities and other services on or adjacent to the Worksite which are visible or the location of which can be ascertained by the Contractor from the appropriate authority or from the Contract and must have any obstruction removed immediately and at the Contractor's cost shall have made good all damage caused by the Contractor, the Contractor's employees, agents or sub-contractors or the employees of any such agents or sub-contractors. In the event of the Contractor's failure to do so, the Shire may have the remedial work carried out and the cost incurred must be a debt due from the Contractor to the Shire which may be deducted or recovered by the Shire pursuant to clause 70 of the Agreement.

A3-30.2 Proper advanced warning signage and barricades must be provided to ensure the public, patrons and staff are not subject to crossing slippery floors, holes or uneven surfaces, or passing adjacent to, over, or under a worksite.

A3-30.3 The Contractor must prevent nuisance to the owners, tenants or occupiers of properties adjacent to the Worksite and to the public generally, in accordance with the Services Specifications (Annexure 3) and the requirements of the Shire and Statutory Authorities.

A3-31. Audit

A3-31.1 Audits

The Shires Auditing Officers will conduct quality, safety, environmental, energy and risk audits on a programmed basis of the Integrated Management System & Plan.

These audits may include work methods and plant and equipment safety.

A3-31.2 Shire Auditor random audits

The Shires Auditing Officer will conduct quality, safety, environmental, energy and risk audits on a random basis of the Integrated Management Plan and of the safety of the Contractor's Plant and Operations.

A3-31.3 Contractor's obligation to co-operate

The Contractor must participate in all audits and produce all safety, environmental and other documentation required for audit and assist the auditor in the conduct of the audit.

The Contractor must produce all documentation required for an audit initiated by the Shire or the auditor within the timeframes specified by the auditor and must assist the auditor in the conduct of the audit.

The Contractor must respond to audit reports and requests for further information in the timeframe specified by the auditor.

A3-31.4 Subcontractor audits

The Shire's Auditing Officer may initiate an audit and surveillance of the work of subcontractors as it sees fit. The Contractor must ensure that its subcontractors co-operate with the conduct of the audit or surveillance and provide all relevant information and documentation.

A3-31.5 External audit

The Shire may from time to time engage an independent external auditor for the purpose of examining whether the Performance Standards are being met and the Contract Objectives are being achieved. The audit may also extend to the adequacy of the Shire's management of the Contract, the operation of the Service Management Team, Operations Team and any probity issues.

A3-31.6 Inspection of accounts

The Shire may, at any time during normal business office hours and after giving at least 5 Business Days notice, attend the

premises of the Contractor and inspect the Contractor's financial and accounting records associated with the Services.

A3-31.7 Shire audits

Nothing in this clause prevents the Shire from conducting any audits it considers necessary from time to time to satisfy itself that all requirements of the Contract are being complied with.

A3-31.8 Contractor self-audits

Nothing in this clause limits the obligations of the Contractor to audit and manage its own performance of the Contract in accordance with clauses A3-9 (Integrated Management Plan) and A3-10 (Management of the Contract).

A3-32. Rail Crossings

A3-32.1 Rail Safety National Law (RSNL) requires all rail transport operators and road managers to enter into Safety Interface Agreements to manage the risks to safety at interfaces. The Contractor must comply with all requirements of any active Shire Safety Interface Agreements, as set out in Annexure 9.

A3-33. Plant Requirements

A3-33.1 All of the Contractor's plant shall comply with any relevant laws of the State of Victoria and the requirements of clause A3-33.2, A3-33.3 and A3-33.4. These provisions shall also apply to all sub-contractors working under this contract.

A3-33.2 All of the Contractor's plant shall be "badged" in a manner approved by the Superintendent to ensure that a seamless service is provided to the residents of the Shire. This will require the Contractor to be "invisible" by way of plant being badged as Shire only except for minimum legal requirements for registration. Plant shall be "debadged" when working for others or outside of the Shire. Corporate or other advertising is not permitted on plant whilst engaged in providing the services under this contract.

A3-33.3 No plant shall have an age of greater than five (5) years unless agreed to by the Superintendent following an audit of its condition and presentation by the Superintendent. The Superintendent reserves the right to audit any item of Plant on any frequency which he may determine. The Contractor shall make Plant available for audit at no additional cost when requested.

A3-33.4 The Contractor shall detail fully in its technical procedures, proposals for the parking of plant during after-hours and periods of non-operation. Plant will not be permitted to park overnight on road reserves or public open space without the prior approval of the Superintendent.

SCHEDULES

Schedule A3-2 – Work Order process

Schedule A3-3 – Format of monthly certification

Schedule A3-2 – Work Order Process

Non-MSD Services shall comply with the Shire's Procurement Policy and will generally be ordered in accordance with the following process, adapted as appropriate to suit the particular circumstances. Adaptations to suit the circumstances may include (1) no written request for offer or (2) no written offer, provided that in all cases the final agreement of the parties in respect of any Ordered Work is recorded in writing in a Work Order. In each case, documentation concerning a Work Order may be issued by letter or email.

1. Request for Quote

The Shire issues a request for quote to the Contractor, which may include (any or all) of the following details to enable the required work to be quoted:

- Shire brief / scope of work and specification
- Pricing basis schedule (lump sum, schedule of rates, dayworks etc.)
- Timing (draft program)
- Additional terms and conditions
- Any special or significant site issues or requirements
- Any services, facilities or products to be provided by the Shire
- Any other document that needs to be included
- Shire's nominated representative for the Work Order

2. Contractor's Offer

The Contractor responds to the Request for Work in the time frame required, and supplies the following:

- Price for the Ordered Work in accordance with the Schedule of Rates or Daywork Rates or other basis (as applicable)
- Other pertinent information
- Proposed subcontractors for the Ordered Work
- Any revisions to the documents supplied
- The Contractor's nominated representative for the Ordered Work

A pro-forma Offer to carry out Ordered Works is included at Schedule A3-5.2 (Form of Offer to Carry Out Ordered Works)

**Schedule A3-2
Work Order Process****3. Issue Work Order**

If it wishes to do so, the Shire issues a Work Order plus an official Purchase Order, accepting the Offer from the Contractor to carry out the Ordered Work in accordance with the Work Order Documents confirming:

- Purchase Order number and date
- Acceptance of the Offer
- Pricing basis and price
- Shire's and the Contractor's representatives and contact details
- Commencement time
- Date for Completion (single site works); Dates for Completion (if there is a program of work and interim target dates are required)
- Defects liability period
- Any program controls
- Quality, environmental and traffic control requirements
- Acceptance of nominated subcontractors
- Any other requirements
- Documentation for signing.

A Work Order may be issued for a single project or on a whole of program basis (for example, to carry out the whole of any program developed for Non-MSD Services in accordance with Annexure 4 (Activity Specifications)).

Schedule A3-2.1 – Form of Offer to Carry Out Ordered Work

Form of Offer

[Contractor letterhead]

[Date]

Mornington Peninsula Shire Council
[address]

Attention: []

OFFER FOR [WORK DESCRIPTION]

I refer to your request dated [xxx] requesting us to submit an offer to carry out Ordered Work under the Cleansing Contract.

Please now find attached:

1. Our price for the Ordered Work.
2. [other pertinent information]
3. [any revisions to documents provided by Shire with its Request]

Our nominated representative for the Work is [xxxxxxxxxxxxxxxxxxxx]. Contact details are as follows:

We confirm that we will carry out the Ordered Work on the terms set out in the Work Order Documents attached or referenced in your request [amended as set out in the attached documents (if applicable)].

Yours sincerely,

Schedule A3-3
Data formats and reporting

Schedule A3-3 – Format of monthly certification

To be on company letterhead and attached to the monthly report covering the following key topics:

- Inspections Completed.
- Condition Assessments Completed.
- Programs Completed.
- Ordered Works Completed/ In Progress.
- Asset Data Transferred.
- Customer Service Status-Referred, completed, In progress, Out of Time, Merit average.
- Community Consultation.
- Training – Compliance with program.
- IMP Compliance/NCR's, Corrective Actions.
- Special matters referred.
- OHS incidents, near misses and actions.
- Audit response.
- Any other topic reasonable required by the Shire.

MONTHLY CERTIFICATION

This is to certify that the monthly report, is to the best of our ability and knowledge, is a true and accurate record of the Services provided by (insert company name) for the period (insert date) to (insert date).

Capital new expenditure	\$
Capital renewal expenditure	\$
Capital upgrade expenditure	\$
Maintenance expenditure	\$
Operating expenditure	\$
Planned Maintenance	\$
Reactive maintenance	\$
TOTAL MONTHLY CLAIM invoice)	\$----- (Same as Tax

Signed.....

Name:.....

Position:.....

Date:.....

Annexure 4

Activities & Routine Maintenance Services

Cleansing and Drainage Cleaning Services
Contract No. 2328



MORNINGTON
PENINSULA
Shire

Annexure 4 – Activities & Routine Maintenance Services

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Annexure 4 – Activities & Routine Maintenance Services

A4-1. Introduction

A4-1.1 Overview

This document specifies:

- .1 requirements for Routine Maintenance Services on specific Asset classes (clause A4-3 (Routine Maintenance Services)), and
- .2 the nature, timing, standards and other requirements for Activities to be undertaken by the Contractor (see the Activity Specifications clauses A4-5 to A4-18).

A4-1.2 Application

This specification defines the scope of the Routine Maintenance Services and applies, as relevant, to the Non-MSC Services.

A4-1.3 Pricing

All Activities specified in this document as being included in the MSC are Routine Maintenance Services.

Activities specified in this document as "SOR" or "Daywork Rates" may be priced on a lump sum or other basis where it is agreed by the parties that the Schedule of Rates or Daywork Rates, as the case may be, are not applicable.

A4-2. Operation of Activity Specifications

This clause explains the operation of the Activity Specifications.

A4-2.1 Intervention Levels and Response Times

Where an Activity Specification sets an Intervention Level and a Response Time:

- .1 the Intervention Level defines when a Defect arises
- .2 the Response Time defines the time within which the Contractor must Rectify the Defect
- .3 the Activity Definition, the Performance Standards and the Work Method Requirements define what the Contractor is required to do to Rectify the Defect and satisfy the other requirements of the Activity Specification.

The Response Time for any Defect commences when the Contractor becomes aware of the Defect, either as a result of inspection or notification.

A4-2.2 Programmed works

Where an Activity Specification does not set an Intervention Level and Response Time, the Contractor must develop and deliver an approved program of works as required by the Activity Specification so as to minimise the occurrence across the Assets of the Conditions identified in that Activity Specification as Performance Distress or Defects.

A4-2.3 Combinations

Where an Activity Specification sets an Intervention Level and a Response Time and also specifies that the Contractor is required to develop an annual approved program of works:

- .1 the Contractor must develop and deliver an approved program of works as required by the Activity Specification so as to minimise the occurrence across the Network of the Conditions identified in that Activity Specification as Performance Distress or Defects and to limit the likelihood of Defects arising; and
- .2 the Contractor has no obligation to Rectify Defects within the Response Time unless the Compulsory Intervention Level has been reached or a Work Order is issued.

A4-3. Routine Maintenance Services**A4-3.1 Context**

The following provisions set out obligations of the Contractor in the performance of the Routine Maintenance Services as they affect certain classes of Asset.

A4-3.2 Drainage Catchments Risk Classifications

The Shire has adopted a hierarchy for the classification of Drainage Catchments based on a Risk rating detailed as follows:

Risk Rating – Very High
 Risk Rating – High
 Risk Rating – Medium
 Risk Rating – Low
 Risk Rating – Very Low

Details of the areas of these classifications, and the drainage assets within each, are set out in Annexure 9.

The Contractor must comply with the levels of service for each Catchment as detailed in this Contract when delivering the Services

A4-3.3 Classifications of Seasons

For the purposes of these Activity Specifications the following season descriptions apply:

Peak Tourist Season:	20 December to 31 January
Tourist Season:	1 November to 30 April.
Off Season:	1 May to 31 October.

A4-4. Miscellaneous**A4-4.1 Contractor responsibility**

Where the scope of an Activity falling within the MSC is defined by the size or severity of a Defect, the Contractor must still carry out and complete the Activity within the MSC if the Contractor's failure to comply with a Response Time (or to carry out programmed work) in accordance with the Contract has caused the Defect to reach such a size and severity that, but for this clause, the Contractor would only be required to Rectify it as Ordered Work or as a Variation. The question of whether the Contractor is responsible for a Defect reaching a size and severity outside the scope of the MSC is a question for the Superintendent in the first instance.

ACTIVITY SPECIFICATIONS

- Barbecue Facility Cleaning and Maintenance
- Beach Cleaning
- Street Sweeping
- Sanitary Cleaning
- Street & Drain Litter Collection
- High-Visibility Street Presence
- Customer Service
- After Hours Call Out
- Footpath Sweeping and Cleaning
- Foreshore Camping Sanitary Cleaning
- Dead Animal Collection
- Maintenance of Gross Pollutant Traps
- Clear Culverts, Pipes and Pits

A4-5. Barbecue Facility Cleaning and Maintenance (BBC)

ACTIVITY DEFINITION *(What work is included?)*

This activity covers the cleaning and maintenance of outdoor barbecue facilities located in Shire parks, recreation areas and foreshore areas, as listed in Annexure 9.

The Shire has adopted a hierarchy for High-Profile precincts. High-Profile Precinct frequencies, categories and maps showing the geographical area of these precincts are set out in Annexure 9. The Contractor must undertake services within these precincts in strict compliance with the requirements of this Activity Specification.

It also includes cleaning of the surrounding concrete hard-standing apron but not the maintenance of adjoining shelters, which are undertaken by the Building Contractor.

PERFORMANCE DISTRESS & DEFECTS *(What do we look for?)*

Top plates, drip trays, barbecue surrounds and the concrete hard-standing apron covered in food residues, fat or other harmful or offensive materials, creating a potentially unhygienic facility.

Damage to top plates, barbeque or surrounds.

Leaking taps.

Damage to doors, locks or hinges.

Illegible instructions on the barbecue doors.

Faulty electrical mechanisms.

PERFORMANCE CRITERIA *(Why do we do it?)*

To maintain a safe, presentable, clean and hygienic facility that is fit to cook food for human consumption, to the extent that is practicable.

PERFORMANCE STANDARDS *(What is required?)*

Sanitise top plates, barbeque surrounds and structure.

Clean drip trays and hard-standing apron.

Inspect and maintain operating mechanism, electrical connection and timer.

Replace damaged top plates.

Report any damage to the barbeque structure or leaking taps to the appropriate service provider.

CONTRACT FORMAT

(Is it a Lump Sum or Dayworks Rate Item?)

LUMP SUM

REPORTING UNIT

Number of Barbecues

Activity Specifications

ACTIVITY SPECIFICATION	BARBECUE FACILITY CLEANING AND MAINTENANCE	BBC
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WORK METHOD REQUIREMENTS *(Contractors undertaking to provide quality)*

1. Top plates, barbecue structure and hard-standing apron to be scraped to remove food residues and accumulated grease and fat.
2. Top plates, barbecue surrounds and structure to be sanitised with a method approved by the Superintendent, in accordance with manufacturer's instructions. Care shall be taken to limit the amount of splatter onto surrounding surfaces during cleaning operations. Frequencies are detailed in Annexure 9
3. Clean interior of barbeque, including drip trays, drain pipes, surrounding mechanisms and any overspill.
4. Eradicate any pests that restrict safe access to the barbeque interior.
5. Operating instructions to be checked for legibility and replaced immediately if illegible.
6. Damaged top plates to be replaced by the Contractor. This work shall be undertaken as Ordered Works.
7. Doors, locks and hinges to be maintained by the Contractor. Replacement parts to be ordered as Ordered Works.
8. When the barbeque structure is damaged beyond repair it shall be replaced by the Contractor. This work shall be undertaken as Ordered Works.
9. Inspect water taps and report any maintenance issues or damage to the appropriate service provider.
10. Defect inspections to be conducted in accordance with A3-10 Table A3-2 – Inspection Requirements. Frequencies are detailed in A3-10 Table A3-1.
11. Condition inspections, including the inspection and testing of operating mechanisms and electrical connections, to be conducted in accordance with A3-10 Table A3-2 – Inspection Requirements and A6-8 Asset Condition Assessment Guidelines. Frequencies are detailed in A3-11 Table A3-1.
12. Inspect and test heating timer switches to ensure that top plate heating levels meet manufacturer's specification.
13. Safety requirements for electrical connections to be in accordance with AS/NZS 3000 Electrical Installation.
14. Collect litter and leave barbecue area in neat and tidy condition for a distance of at least 3.0m beyond the hard-standing apron or shelter.
15. Remove all collected waste matter including food residues and spent cleaning agent and dispose of responsibly at a legal tipping facility. Disposal costs, including fees, are included in the Lump Sum amount.

PERFORMANCE REQUIREMENTS

Asset	Intervention Level	Response Time
All	Inspection reveals not working or repair required.	5 days Off Season
All	Inspection reveals not working or repair required.	1 day Peak Tourist Season and Tourist Season
All	Barbecue a potential health hazard. Make Safe.	4 hours All Seasons

Activity Specifications

A4-6. Beach Cleaning (CBE)

ACTIVITY DEFINITION *(What work is included?)*

This activity includes the cleaning of beaches by mechanical raking and sieving and by manual cleaning. Manual cleaning is to be used in nominated areas as set out in Annexure 9, when instructed by the Superintendent, in areas that are not accessible by mechanical cleaning equipment or to protect and preserve natural vegetation and cultural heritage.

This activity also includes the disposal of the collected debris either by recycling or legal tipping.

Submitting the Beach Cleaning Subsidy Program claim form annually.

The reporting of matters that require urgent attention e.g. damaged bathing boxes, dead sea life, dead fauna, blocked drains or outfall areas that have become dangerous due to erosion.

For litter collection in foreshore areas, refer to A4-9 Street and Drain Litter Collection (RLC).

PERFORMANCE DISTRESS & DEFECTS *(What do we look for?)*

Debris and litter deposited along the beach by the receding tide and waste material left by beach users.

PERFORMANCE CRITERIA *(Why do we do it?)*

To keep beaches clear of all unsightly and potentially unhealthy material and to protect the natural vegetation and cultural heritage. To provide a safe, healthy and visually attractive amenity for all beach users.

PERFORMANCE STANDARDS *(What is required?)*

Beaches are to be mechanically cleaned between the hours of sunrise and 10.00am, on a 14 day rotational, programmed basis.

The Superintendent may direct the schedule to be varied due to prevailing weather conditions or special beach usage.

At the completion of cleaning, the beach shall be clear of all litter, refuse and debris.

CONTRACT FORMAT

(Is it a Lump Sum or Dayworks Rate Item?)

LUMP SUM

REPORTING UNIT

Lineal Metre

Activity Specifications

ACTIVITY SPECIFICATION	BEACH CLEANING	CBE
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WORK METHOD REQUIREMENTS <i>(Contractors undertaking to provide quality)</i>
<ol style="list-style-type: none"> 1. A schedule shall be prepared by the Contractor setting out a 14 day, rotational program for beach cleaning in accordance with the details set out in Annexure 9. This schedule (program) shall be prepared within 1 month of the contract commencing, be approved by the Superintendent and be reviewed at least annually. 2. The Lump Sum amount is to include an allowance for an additional 2,000 lineal metres of cleaning at the direction of the Superintendent. 3. Rake and Sieve the beach to a depth of approximately 75mm using a tractor-drawn or self-propelled implement fitted with a sieve of 25mm gauge size. 4. Raking and sieving to be carried out above the water line and cover the full extent of the beach, subject to the sand being dry enough for effective operation. 5. Mechanical cleaning to maintain a 1m distance from native vegetation. 6. Areas that are not accessible by mechanical equipment and foreshore vegetation areas are to be cleaned manually. Refer to Annexure 9. 7. All beach cleaning plant must be fitted with an approved GIS tracking device. 8. The Contractor is to record the expenditure details required by the Beach Cleaning Subsidy Program and submit the claim form annually, see A5-4 Beach Cleaning Subsidy 2017–2018 Terms and Conditions and A5-5 Beach Cleaning Subsidy 2017–2018 Claim Form. 9. All beach cleaning personnel to be dressed in clothing suitable for the purpose. 10. Particular care and attention shall be paid to pickup and disposal of used syringes. Personnel are to be trained in pickup and disposal methods. 11. Debris collected from the beach is to be removed and disposed of at a legal tipping facility. Disposal costs, including fees, are included in the Lump Sum amount. 12. Debris must not be deposited back into the ocean, bay or creek, whichever is applicable. 13. The Contractor shall minimise impact on beach users at all times during cleaning operations. 14. All equipment used in beach cleaning operations shall be operated at a speed or in such a manner that it will not be a hazard to beach users. When members of the public are required to move to allow beach cleaning to progress, the Contractor shall approach the public in such a manner as to cause as little inconvenience as possible. At no time shall equipment be operated in close proximity to members of the public. 15. Blocked drains and outfalls are to be reported to the Safer Local Roads Contractor. Clearing of Bay outfalls are carried out by the Roads Maintenance Contractor under Activity Specification DOD. 16. Offensive or polluted discharges from drains and outfalls are to be reported immediately upon being found to the Shire's Environmental Health Officer. 17. Safety issues that present a risk to public safety shall be immediately reported and if possible, made safe immediately. 18. Sand build-up against sea walls, sand fences and sand spilt over into car parks to be relocated as directed by the Superintendent as ordered works. Under Lump Sum the Contractor must make every effort using beach cleaning equipment to manage sand build up where reasonably practicable.

PERFORMANCE REQUIREMENTS		
Asset	Intervention Level	Response Time
All beaches as listed in Annexure 9	Litter, debris, syringes or dead animals constituting a safety or health hazard to beach users.	24 hours

A4-7. Street Sweeping (NSS)

ACTIVITY DEFINITION *(What work is included?)*

This activity covers all roads, road pavements, streets, car parks, on-road bike lanes/hard shoulders and other hard specified standing areas.

It includes the mechanical sweeping of kerbs, behind kerb stops, kerb and channel, car parks, asphalt kerbs, traffic islands, roundabouts and nominated on-road bike lanes/hard shoulders, as detailed in Annexure 9. Covers both mechanical and hand sweeping and throats/entries to pits and kerb outlets.

The Contractor is required to sweep clean all kerb and channel trays and the adjoining road pavement where it is sealed for a minimum distance of 1.6 metres from the face of the kerb and a 1.6 metre strip of road pavement adjacent to the channel, around roundabouts, intersections, speed humps, splitter islands and other traffic-control devices within the Shire. Litter and debris on the balance of any unsealed street must also be picked on any programmed sweeping run.

This activity includes keeping clean all streets, nominated footpaths, VicRoads roads, car parks, on-road bike lanes/hard shoulders, public areas and industrial areas as specified and at the frequencies that meet the defined service and intervention levels.

The Shire has adopted a hierarchy for High-Profile precincts. High-Profile Precinct frequencies, categories and maps showing the geographical area of these precincts are set out in Annexure 9. The Contractor must undertake services within these precincts in strict compliance with the requirements of this Activity Specification.

This Activity includes the programmed removal by suction of leaves and debris from grates and structure associated with raised traffic platforms, as detailed in Annexure 9.

PERFORMANCE DISTRESS & DEFECTS *(What do we look for?)*

Debris, litter, silt and sediment left in kerb and channel trays.

Loose stones and debris on road pavements, bike paths/hard shoulders and footpaths.

Litter, leaves and debris within car park areas and other hard standing areas.

PERFORMANCE CRITERIA *(Why do we do it?)*

To ensure litter and debris from the road surface does not enter drainage structures.

To ensure that there is no visible litter, leaves and debris within kerb and channel trays, pavements adjacent to kerbs or build-up at side entry pits.

To provide a visually pleasing, healthy and safe road network for all users.

PERFORMANCE STANDARDS *(What is required?)*

Street sweeping shall be carried out on a programmed basis as detailed in Annexure 9 and shall also be carried out following report or inspection that there is a risk to the community or a detraction from high-level amenity.

CONTRACT FORMAT

(Is it a Lump Sum, or Dayworks Rate Item?)

LUMP SUM

REPORTING UNIT

Lineal Metre/Square Metre

Activity Specifications

ACTIVITY SPECIFICATION	STREET SWEEPING	NSS
<p>WORK METHOD REQUIREMENTS <i>(Contractors undertaking to provide quality)</i></p> <ol style="list-style-type: none"> 1. The sweeping frequencies specified in Annexure 9 shall be complied with. 2. The Contractor is to review the street sweeping schedule on an annual basis and submit any recommended program adjustments for the subsequent year to the Superintendent for approval. The recommended program shall provide for service enhancement and take account of seasonal factors. The program shall be based on calendar days and shall continue through all public holidays. 3. The Contractor is required to sweep clean all kerb and channel trays and the adjoining road pavement where it is sealed for a minimum distance of 1.6 metres from the face of the kerb and a 1.6 metre strip of road pavement adjacent to the channel, around roundabouts, intersections, speed humps, splitter islands and other traffic-control devices within the Shire. Litter and debris on the balance of any sealed street must also be picked on any programmed sweeping run. 4. All vehicles shall be fitted with geodetic positioning systems (GPS) to track the operations of each vehicle. Tracking information shall be supplied to the Superintendent upon request. 5. The Contractor must ensure that litter or debris is not swept into pits during the course of street sweeping. If this does occur, the Contractor must immediately remove the litter or debris from the pit. 6. The Contractor shall exercise care in the performance of the works and shall not cause a disturbance to residents or pedestrians or interfere with, delay or impede motorists, cyclists and other road users, to the extent that is reasonably practicable. 7. Vehicles or plant used to undertake this activity shall always be operated in a safe manner and shall meet all requirements for Occupational Health and Safety. 8. The operations of all vehicles over 4.5 tonnes GVW shall comply with the Heavy Vehicle National Law Act 2012. 9. Litter from sweeping operations shall be disposed of at the nearest registered landfill or other approved site. The fees and charges associated with waste disposal shall be in accordance with Annexure 2 – Schedule A2 – 1. 10. Establish a reporting system to ensure that at the end of each days operations, or immediately if the issue is of a hazardous or dangerous nature, any areas that the Contractor was prevented from completing programmed works are recorded. 11. Care shall be taken to preserve the trees within the streetscape from damage from sweeping operations. The Shire may from time to time trim such trees, however it should not be assumed that this will always be the case. The Contractor shall provide alternative equipment where standard equipment cannot access an area. 12. Care shall be taken to minimise disruption within residential areas, with hours of operation to be approved by the Superintendent. Sweeping of car parks within High-Profile precincts shall be carried out outside of commercial business trading hours. Restrictions to these hours maybe directed by the contract superintendent in response to noise sensitive areas at any period throughout the contract term. Impact on sweeping methodology should be determined by the Contractor and implemented in agreement with the Superintendent. 13. Damage caused by the cleaning contractor, including but not limited to, roadside signs, poles, street furniture, trees, shrubs and other Shire and Service Authority assets shall be the sole responsibility of the Contractor who shall report such damage immediately to the Superintendent. Repair work shall be performed at the sole discretion of the Superintendent, the cost of such repair being deducted from any sums due to the Contractor. 14. Where cleansing is made difficult due to parked cars or other obstacles, the Contractor shall keep such areas cleansed to the specified standard by hand sweeping or other approved method. No additional payment will be made for any additional resources that may be required to undertake this work. This requirement also applies to car parks, traffic islands, kerb stops, courts or pits that are inaccessible by a mechanical sweeper. 15. The Contractor shall ensure the community is advised of the street sweeping and footpath sweeping/cleaning programs through the Shires website. 16. The Contractor must report any damaged Shire Assets to the Superintendent. 17. The Lump Sum amount is to include an allowance for an additional 5,000 lineal metres of sweeping at the 		

Activity Specifications

direction of the Superintendent.

Activity Specifications

ACTIVITY SPECIFICATION		STREET SWEEPING	NSS
PERFORMANCE REQUIREMENTS			
Asset	Intervention Level		Response Time
All	Litter or debris is causing a health or traffic hazard.		24 hours
High-Profile Precincts	Report or inspection identifies a build-up of litter or debris that detracts from the high level of amenity.		12 hours

Activity Specifications

A4-8. Sanitary Cleaning (CSA)

ACTIVITY DEFINITION *(What work is included?)*

This activity covers all procedures necessary for the routine cleaning of sanitary facilities designated for public use, as detailed in Annexure 9.

The Shire has adopted a hierarchy for High-Profile precincts. High-Profile Precinct frequencies, categories and maps showing the geographical area of these precincts are set out in Annexure 9. The Contractor must undertake services within these precincts in strict compliance with the requirements of this Activity Specification.

This activity covers all required activities such as the cleaning of toilets, showers, hand basins and sanitary disposal units in addition to all related surface cleaning required for the upkeep of such premises and immediate surrounds. Provision has been made within this specification for the routine replenishment of consumable supplies required to meet the requirements of this activity such as hand towels, soap, toilet paper, deoderising bars and Exeloo consumables.

This Activity includes the provision and servicing of sanitary bins in all female cubicles.

This Activity includes the provision and servicing of sharps disposal units located in toilets.

This Activity includes the provision and servicing of outdoor showers associated with sanitary facilities.

This Activity includes the provision and servicing of fish cleaning facilities. Condition inspections of fish cleaning facilities to be conducted in accordance with A3-10 Table A3-2 – Inspection Requirements and A6-8 Asset Condition Assessment Guidelines. Frequencies are detailed in A3-10 Table A3-1.

This activity includes the supply, siting and servicing of portable hydration stations during the tourist season or as required, at the direction of the superintendent.

This Activity may require the supply, siting and servicing of portable toilets as required, at the direction of the Superintendent.

PERFORMANCE DEFECTS *(What do we look for?)*

Dirty or unhygienic facilities.

Consumables not available for the public.

Offensive odours.

PERFORMANCE CRITERIA *(Why do we do it?)*

To maintain a safe, pleasant and healthy environment in public conveniences.

PERFORMANCE STANDARDS *(What is required?)*

Cleaning and sanitising of facilities to minimise the spread of infection and to ensure that the facility possesses a clean appearance, including the monitoring and replenishment of consumables.

Any malfunctioning equipment or building damage shall be reported to the Building Contractor for repair or replacement.

Graffiti, or minor graffiti unable to be removed by approved methods, to be reported to the Building Contractor for rectification.

CONTRACT FORMAT

(Is it a Lump Sum, SOR or Dayworks Rate Item?)

LUMP SUM

REPORTING UNIT

Facility/worker/hour

Activity Specifications

ACTIVITY SPECIFICATION	SANITARY CLEANING	CSA
WORK METHOD REQUIREMENTS <i>(Contractors undertaking to provide quality)</i>		
<p>General</p> <ol style="list-style-type: none"> These work method requirements apply to all facilities nominated in Annexure 9. Facilities to be sanitised to reduce the risk of possible transmittal of disease or infection. Particular care and attention shall be paid to pick up and disposal of used syringes. Personnel are to be instructed and trained in pick up and disposal methods. A safe disposal method e.g. sharps containers, and location for disposal shall be maintained and if required, replaced by the Contractor. All light bulbs and/or fluorescent tubes requiring replacement to be reported to the Building Contractor on the first visit that the malfunction is noted. Appropriate warning signage or other safety measures must be utilised in areas where a pedestrian slip hazard exists. When working at heights, safety equipment must be used and included in the Lump Sum amount. The operation of sanitary facilities and outdoor showers are to be checked and any faults reported to the Building Contractor. Malfunctioning sanitary facilities will be maintained to reduce risk and the spread of infection, until the facility is repaired. Malfunctioning facilities may be closed and approved public notification installed e.g. signage, upon notification of the Superintendent. Attempts shall be made to remove any minor graffiti, less than 1m² in area, using an approved cleanser or product designed specifically for the purpose. Prior to using a new product, the contractor shall test a small inconspicuous area to ensure that the product does not damage the surface. 		
<p>Cycle A (Refer to Annexure 9 for locations and frequencies)</p> <p>Toilets</p> <ol style="list-style-type: none"> All toilets are to be cleaned and sanitised both inside and out with approved disinfectant cleaner and left free of stains to the seat, bowl and cistern. Clean fixtures in all disabled toilets. <p>Urinals</p> <ol style="list-style-type: none"> All surfaces of urinals and plumbing fixtures are to be cleaned and sanitised. Any waste in the tray is to be removed. Deodorising bars used in the tray must be replaced on a regular basis to provide continuous function. Deodorising bars must be approved by the Superintendent. <p>Floors</p> <ol style="list-style-type: none"> All floors, including base/skirting boards, are to be cleaned. The areas behind the toilets and underneath any removable object with a mass less than 30 kilograms shall be included. Cubicle floors that are concrete, vinyl, tile or other washable surface are to be cleaned with approved disinfectant cleaner. Care shall be taken to ensure that adjacent partitions, walls and doors are not splashed during the operation. Excessive use of water and cleansers is to be avoided. Cleaned surfaces are to be dry within 30 minutes of the completion of cleansing. <p>Showers, Change rooms and Baby Change Rooms</p> <ol style="list-style-type: none"> All shower recesses are to be cleaned and sanitised with approved disinfectant cleaner and left free of stains and streaks. All seats, hanging rails, benches and the like are to be cleaned and sanitised. All mould and soap stains to be removed. 		

ACTIVITY SPECIFICATION	SANITARY CLEANING	CSA
WORK METHOD REQUIREMENTS <i>(Contractors undertaking to provide quality)</i>		
Walls, Cubicle Partitions and Doors		
a) All walls, ceilings, cubicle partitions and doors are to be spot cleaned to remove any visible or unhygienic finger marks, stains or streaks.		
Fixtures		
a) Toilet roll holders, sanitary bins, hand rails, hand towel dispensers and / or electric dryers are to be cleaned and sanitised with approved disinfectant cleaner and left free of stains and streaks.		
b) Mirrors, windows and stainless steel surfaces are to be cleaned and left dry and free of streaks.		
c) Waste receptacles to be emptied and all collected waste matter disposed of responsibly at a legal tipping facility, waste should not be placed in foreshore bins. Disposal costs, including fees, are included in the Lump Sum amount.		
d) Sharps containers are to be kept secure, cleaned and emptied as required or at least monthly.		
Laundries		
a) All counter tops, hand basins and washing machines are to be cleaned and sanitised with approved disinfectant cleaner.		
Counter Tops and Associated Fixtures		
a) All counter tops and hand basins are to be cleaned and sanitised with approved disinfectant cleaner.		
b) All plumbing fixtures adjacent to counter tops shall be cleaned and polished.		
Consumables		
a) Hand towel, liquid soap, toilet roll dispensers and Exeloo floor cleaner are to be filled with the appropriate replacement stock by the Contractor.		
Cycle B		
All facilities nominated in Annexure 9 are to receive a Cycle B clean on a monthly basis.		
Walls, Cubicle Partitions and Doors		
a) All walls, ceilings, cubicle partitions and doors are to be cleaned and sanitised with approved disinfectant cleaner and left free of stains and streaks. CAUTION: The Contractor is to ensure that paint is not damaged as a result of cleaning operations.		
b) All horizontal surfaces comprising the cubicle partitions are to be cleaned and sanitised.		
c) Remove build-up of dirt, cobwebs and the like on external surfaces of the building.		
Fixtures		
a) Ventilation and lighting fixtures are to be cleaned as required to prevent accumulation of dust, dead insects or soiled areas.		
b) All horizontal surfaces to be cleaned and sanitised.		

Activity Specifications

PERFORMANCE REQUIREMENTS		
Asset	Intervention Level	Response Time
All facilities	Toilet depleted of consumables.	Max 4 hours Reported by 2pm same day Reported after 2pm next day
All Facilities	Toilet is badly soiled.	Max 4 hours
All Facilities	Any component of a facility is inoperable and is a danger to public health.	Max 4 hours

A4-9. Street and Drain Litter Collection (RLC)

ACTIVITY DEFINITION *(What work is included?)*

This activity covers litter collection in all road and roadsides, table drains, foreshores, barbeque surrounds, parks and recreation areas. It includes the proper disposal of the litter clear of the road reserve. Areas requiring litter collection will be those areas between the road reserve boundaries on roads, parks and recreation areas, and at other areas as scheduled in Annexure 9.

The Shire has adopted a hierarchy for High-Profile precincts. High-Profile Precinct frequencies, categories and maps showing the geographical area of these precincts are set out in Annexure 9. The Contractor must undertake services within these precincts in strict compliance with the requirements of this Activity Specification.

This activity includes the supply, siting and servicing of 3 portable outdoor surveillance systems, included in the Lump Sum amount. Additional portable outdoor surveillance systems to be provided as required, in consultation with the Contractor and at the direction of the Superintendent.

This activity also includes the waste collected under the Clean Up Australia Day in the month of March each year, included in the Lump Sum amount.

PERFORMANCE DISTRESS & DEFECTS *(What do we look for?)*

Litter on road reserve including bus stops, shared paths, footpath streetscape areas, shoulders and table drains.

Litter and debris in park, recreation areas and foreshores.

Debris, including tree branches, left on shoulder.

Litter and debris within a High-Profile precinct.

PERFORMANCE CRITERIA *(Why do we do it?)*

To maintain an attractive appearance and avoid the build-up or dispersal of litter at any location within the road reserve and to provide a litter free facility that is visually pleasing, healthy and safe for users of all park, recreation and foreshore areas.

PERFORMANCE STANDARDS *(What is required?)*

Loose litter to be removed from A and B roads on a monthly programmed basis.

Litter to be collected from C roads, D roads and Shire maintained facilities, reserves and beaches on a reactive basis.

Bagged litter may be left on the road shoulder/verge provided this is collected on the same day.

Vehicles and equipment abandoned in the road reserve or in rest areas shall be reported to the Shire Rangers.

Any litter constituting a safety or health hazard or any offensive material will be removed within 24 hours.

Litter shall be collected by mechanical/suction equipment or by foot patrol using hand-held pick-up devices and bags, trolleys etc.

CONTRACT FORMAT

(Is it a Lump Sum, SOR or Dayworks Rate Item?)

LUMP SUM

WORK UNIT

Square metres for Parks
Kilometres for Roads & Road Reserves

Activity Specifications

ACTIVITY SPECIFICATION	STREET AND DRAIN LITTER COLLECTION	RLC
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WORK METHOD REQUIREMENTS *(Contractors undertaking to provide quality)*

1. A schedule shall be prepared by the Contractor setting out a monthly program for loose litter collection in A and B roads, in accordance with the details set out in Annexure 9. This schedule (program) will be prepared within 3 months of the contract commencing, be approved by the Superintendent and be reviewed at least annually.
2. Loose litter collection shall be carried out in A and B roads on a monthly basis and in C roads, D roads and Shire maintained facilities, reserves and beaches on a reactive basis.
3. The frequencies of litter collection shall be reviewed by the Contractor at least annually and proposed adjustments submitted to the Superintendent for consideration and approval.
4. Dumped rubbish on Shire owned/controlled land must be picked up and disposed of by the Contractor. The Contractor must record a photograph before and after collection, plot the location on a map and specify the type of material collected using DumpIn data, or an alternative program approved by the Superintendent. Any single occurrence of dumped rubbish up to 4 cubic metres in size is included in the Lump Sum. Larger single occurrences must be referred to the Superintendent for approval as Ordered Works. The Contractor is responsible for the cost of collection and disposal of the first 4 cubic metres associated with a single dumping occurrence.
5. Any evidence that identifies the source of the dumped rubbish, for example, a photograph of documentation that includes a name and/or address, shall immediately be reported to the Shire Rangers. The Contractor is to stake and tape the perimeter of the dumped rubbish and erect a dumped rubbish sign approved by the Superintendent.
6. Where hazardous materials are found dumped or spilt the Contractor shall immediately notify the Superintendent and make arrangements for its removal, undertaken as Ordered Works.
7. Appropriate equipment and clothing is required to ensure the occupational health and safety of workers is provided for. Safety foot wear must be worn at all times.
8. Particular care and attention shall be paid to pick up and disposal of used syringes. Personnel are to be trained in pick up and disposal methods. A safe disposal method and location for disposal shall be provided by the Contractor.
9. The Contractor shall be responsible for disposing of all litter collected from these operations at an approved location consistent with current legal requirements and shall be responsible for the payment of all fees and charges.
10. The Contractor shall remove and dispose of any private or commercial signage, placards or posters, including any residual adhesives, which advertise events, such as festivals and garage sales, that are out-of-date or considered an eyesore or potential hazard to the public.
11. The Contractor must collect any waste generated from the Clean Up Australia Day from various sites around the Shire. This waste includes recycling and general waste.
12. The methodology of Rapid Response for Street and Drain Litter collection shall be provided by the Contractor and the sharing of this methodology across other service contracts will be approved by the Superintendent.

PERFORMANCE REQUIREMENTS

Asset	Intervention Level	Response Time
All	Any report of unidentifiable litter or debris.	3 days
All	Any report of identifiable litter or debris.	7 days
All	Litter or dumped rubbish is causing a health hazard or traffic hazard.	24 hours

A4-10. High-Visibility Street Presence (HVP)

ACTIVITY DEFINITION *(What work is included?)*

This activity is conducted within High-Profile precincts. The Shire has adopted a hierarchy for High-Profile precincts. High-Profile Precinct frequencies, categories and maps showing the geographical area of these precincts are set out in Annexure 9. The Contractor must undertake services within these precincts in strict compliance with the requirements of this Activity Specification.

Cleaning spills, stains and other contaminants from the footpath, bin surrounds and street furniture.

Collecting any loose litter or debris.

Compacting bins.

Inspecting bins and bin surrounds and reporting any maintenance issues to the relevant contractor.

Maintaining clean, tidy toilet facilities and replenishing toilet facility consumables.

Liaising with traders and the general public.

Responding to reports as directed by the Superintendent.

PERFORMANCE DISTRESS & DEFECTS *(What do we look for?)*

Litter and debris within nominated precincts.

Spills, stains or marks on the footpath, bin surrounds and street furniture.

Graffiti, stickers, posters or the like on bins or bin surrounds.

Damage to bins, bin stands, surrounds or locks.

Toilet facility consumables not available for the public.

Dirty or unhygienic toilet facilities.

PERFORMANCE CRITERIA *(Why do we do it?)*

To provide an approachable, high-visibility street presence and to maintain a safe, pleasant and healthy environment within nominated precincts.

PERFORMANCE STANDARDS *(What is required?)*

Approachable, courteous and efficient staff.

A high-visibility street presence within nominated precincts to clean the footpath, bin surrounds and street furniture, collect loose litter and debris, compact bins and maintain clean, tidy and stocked toilet facilities.

Liaison with traders and the general public to respond to issues of concern.

CONTRACT FORMAT

(Is it a Lump Sum, SOR or Dayworks Rate Item?)

LUMP SUM

REPORTING UNIT

Number of bins/consumables/cubic metres of waste

Activity Specifications

ACTIVITY SPECIFICATION	HIGH-VISIBILITY STREET PRESENCE	HVP
WORK METHOD REQUIREMENTS <i>(Contractors undertaking to provide quality)</i>		
<ol style="list-style-type: none"> 1. To provide a dedicated high-visibility street presence in all Category 1, 2 and 3 precincts. 2. Walk the extent of the defined precinct continually cleaning food, spills and any other contaminants from the footpath, bin surrounds and street furniture and collecting loose litter and debris from footpaths, foreshores, parks, recreation areas, car parks, BBQ facilities, garden beds, bus stops, roads, roadsides, street drainage pit throats, table drains, shoulders and any other Shire asset within the precinct. 3. Engage with traders and the public in a friendly, courteous and efficient manner and report any concerns or service requests through the Shire's Service Request System. 4. After removing bins, use a push-down stick to compact rubbish and remove any litter from the base of the bin enclosure. 5. Clean bin surrounds with cleaning agent, ensuring they are free of marks, spillage, stains and cigarette butts. 6. Hand sweep and clean the footpath to remove any broken glass, dog poo, spilt food and drinks and any other contaminants. 7. Check and replenish consumables within toilet facilities. 8. Collect any loose litter within toilet facilities and ensure toilet facilities appear clean and tidy. Report any soiled toilet facilities, malfunctioning equipment or maintenance issues to the appropriate service provider. 9. Installation of storage facilities, e.g. storage pods containing consumables and cleaning equipment, to be approved by the Superintendent and permits obtained, as required. 10. Remove all collected waste matter and dispose of responsibly at a legal tipping facility, waste should not be placed in street and foreshore bins. Disposal costs, including fees, are included in the Lump Sum amount. Alternative arrangements with the Shire's Waste Service providers must be approved by the Superintendent. 11. Particular care and attention shall be paid to pick up and disposal of used syringes. Personnel are to be trained in pick up and disposal methods. A safe disposal method and location for disposal shall be provided by the Contractor 12. The Contractor must allow for an additional 720 hours of high visibility street presence through peak season per annum and include this amount in the lump sum price. The frequency and distribution of hours must be approved by the Superintendent. 		

A4-11. Drainage Asset Validation and Condition Assessment (DCA)

ACTIVITY DEFINITION *(What work is included?)*

This activity covers the data validation and condition assessment of all constructed drainage structures, whether located in the road network, in public car parking areas, drainage reserves and easements, foreshores or parks. These include all types of drainage structures, such as extended kerb inlets with or without grate, side entry pits and junction pits, soak pits, connections from inlets to the main drain, culverts, pipes (data validation only), energy dissipators and Gross Pollutant Traps (GPTs).

The Contractor is required to clear all drainage structures of silt, vegetation, rubbish and debris before conducting the condition assessment.

This activity shall use an online real-time geospatial tool to capture asset data and the data transferred to MPSC in accordance with Annexure 6-6.

PERFORMANCE DISTRESS & DEFECTS *(What do we look for?)*

Signs of physical deterioration of stormwater drainage structures, chambers, baskets and all types of lids.

Damaged stormwater drainage structures, chambers, baskets and all types of lids.

Verify the drainage structure data attributes in accordance with the details set out in Annexure 6.

PERFORMANCE CRITERIA *(Why do we do it?)*

To ensure that an adequate level of service is being provided.

To increase asset data confidence.

To assist with future risk assessments and associated risk mitigation planning.

To assist with the development of renewal and replacement programs.

ACTIVITY STANDARDS *(What is required?)*

All drainage structures shall have a condition assessment completed, as specified in Annexure 6-8.5

Asset data will be captured using an online real-time geospatial tool.

The physical condition of the drainage structure shall be transferred to the Shire in accordance with Annexure 6-6.

Defect, damage and public safety reports are to be made upon discovery to the Roads Maintenance Contractor.

CONTRACT FORMAT

(Is it a Lump Sum, SOR or Dayworks Rate Item?)

LUMP SUM

WORK UNIT

Number or lineal metre.

Activity Specifications

ACTIVITY SPECIFICATION	DRAINAGE ASSET VALIDATION AND CONDITION ASSESSMENT	DCA
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WORK METHOD REQUIREMENTS *(Contractors undertaking to provide quality)*

1. A schedule shall be prepared by the Contractor for Gross Pollutant Trap (GPT), and pits condition assessments, in accordance with A3-10 Table A3-2 – Inspection Requirements. Frequencies are detailed in A3-10 table A3-1.
2. Pits and gross pollutant traps shall be cleaned before the condition assessment is completed to ensure the accuracy and the integrity of the condition data.
3. Collect asset data using an online real-time geospatial tool.
4. Validate the drainage structure data attributes in accordance with Annexure 6.
5. Complete a condition assessment of the structure on reactive basis in conjunction with inspection program and in accordance with the guidelines set out in Annexure 6-8.5.
6. Condition data shall be transferred to the Shire in accordance with the methodology set out in Annexure 6-6.
7. Defect, damage and public safety reports are to be made upon discovery to the Roads Maintenance Contractor.
8. The contractor shall comply with all requirements of OH&S, including Falls Prevention and Entry to Confined Spaces.
9. The Contractor shall be responsible for disposing of all litter collected from these operations at an approved location consistent with current legal requirements. The fees and charges associated with waste disposal shall be in accordance with Annexure 2 – Schedule A2 – 1.

PERFORMANCE REQUIREMENTS

Asset	Intervention Level	Inspection Frequency
Drains, pipes, pits and traps	Activity to be performed at the start of the contract	5 Years (min. 5 years max. 1 year)

Activity Specifications

A4-12. Customer Service (NCS)

ACTIVITY DEFINITION *(What work is included?)*

This activity incorporates the provision of customer service and includes all those functions necessary to process a customer request through to completion and sign-off. Customer requests may be received in a number of forms, including written correspondence, electronic communication and personal representations. This activity shall include the entry, follow-through and closure of all such matters through the Shire's Service Request System.

This activity also includes proactively promoting the services through the Shire web site, Shire publications and through direct interaction with customers.

PERFORMANCE DISTRESS & DEFECTS *(What do we look for?)*

Excellence in customer service provided by trained and knowledgeable customer service staff.

A service that is integrated and seamless, where the customer does not realise that they are dealing with a contractor.

Proactive promotion of the Services.

PERFORMANCE CRITERIA *(Why do we do it?)*

To provide a responsive customer service system that responds to the needs and expectations of the community.

PERFORMANCE STANDARDS *(What is required?)*

Trained and skilled customer service staff.

Knowledge of Maintenance Service Contracts.

Staff exhibiting knowledge and good communication skills.

Staff with the ability to prioritise and allocate service requests.

Response to customer complaints in accordance with the performance requirements.

Excellent level of service as determined by the Customer Satisfaction Survey, which forms part of the Annual Review.

A service that is integrated and seamless, where the customer does not realise that they are dealing with a contractor.

All customer requests managed through the Shire's Service Request System within ten (10) Business Days.

High level of face-to-face contact with customers.

CONTRACT FORMAT

(Is it a Lump Sum, SOR or Dayworks Rate Item?)

LUMP SUM

WORK UNIT

N/A

Activity Specifications

ACTIVITY SPECIFICATION	CUSTOMER SERVICE	NCS
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WORK METHOD REQUIREMENTS *(Contractors undertaking to provide quality)*

1. During the transition period, the Contractor shall develop detailed Customer Service procedures that satisfy the requirements of this Activity Specification, including the appointment of a dedicated Customer Liaison Officer.
2. Written, electronic and walk-in requests will be recorded and managed using the Shire's Service Request System using a reporting method developed during the transition period and approved by the Superintendent.
3. Failure to enter a request will constitute a breach of contract.
4. Service requests may be extended with approval by the Superintendent, with the reason and approval for the extension recorded on the service request.
5. All customer service staff with direct contact with customers, shall wear approved clothing, carry approved Shire identification and record all customer service matters.
6. At all times the Contractor shall ensure that the Shire's position is not compromised in any way. The Contractor shall ensure that all employees and subcontractors fully understand this requirement and not to commit Shire liability to any occurrence that may have occurred.
7. All matters that the Contractor becomes aware of that constitute a liability issue must be reported to the insurance officer immediately using the Customer Service Request System.
8. The Contractor shall ensure that all personnel, including subcontractors, used for work at any childcare or aged care premises will be subject to a National Police check and Working with Children Check.
9. The Contractor may use their own system but it must be fully integrated with the operation of the Shire's Service Request System or any subsequent replacement system.
10. Where a call or request is received by the Contractor, the Contractor shall make the necessary entries and follow-through the action until it is completed and signed off.
11. Customer Service standards adopted by the Shire must be strictly adhered to.
12. The Contractor must respond to all written, electronic and verbal enquires relating to the Contract and as referred by the Superintendent.
13. When providing a written response, the Contractor must use the standard template, Shire letterhead, envelopes and other stationery supplied by the Shire.
14. The Contractor shall ensure that all employees, subcontractors and agents of the Contractor are courteous and efficient when giving instructions or responding to customers.
15. The Contractor may produce reports from the Customer Service Request System that are necessary for the Contractor to effectively and efficiently carry out the works. The Shire will produce reports from time to time to monitor the Contractors performance.
16. All staff shall undertake initial customer service training with regular refresher courses approved by the Superintendent.
17. The Contractor shall provide communication on planned or programmed activities through Shire media as required.
18. The Contractor must liaise and attend any meetings with representatives of the Chamber of Commerce as directed by the Superintendent.

Activity Specifications

ACTIVITY SPECIFICATION	CUSTOMER SERVICE	NCS
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PERFORMANCE REQUIREMENTS	
Activity	Performance Standards
Correspondence	Directly manage all customer service requests (CSR) referred in an accurate and timely manner. The CSR must be accurate, provide a clear description of the matter, the action taken and all outcomes. Advise customer within 10 Business days.
After Hours	Directly manage all after-hours customer service requests referred in an accurate and timely manner. The CSR must be accurate, provide a clear description of the matter, the action taken and all outcomes. Advise customer within 10 Business days. Carry out the response within the timelines specified.
On-site meetings	Where necessary or upon specific request from a customer, the Contractor will take reasonable steps to meet with the customer on-site within five (5) days of lodgement with the Shire.
Dress/ Appearance	All staff with direct contact with customers shall present as clean and tidy at all times. Field staff shall be neatly dressed in appropriate clothing at all times. All staff shall wear the Shire logo and carry approved identification.
Customer Service Training	Submit a Customer Service training program annually within one month of the contract anniversary. All new staff to attend Shire's corporate induction.
Customer Management System	Notes of action and advice to be attached to relevant Corporate Information System Service Request within 2 days of actioning to allow for accurate recording and tracking of enquires and requests.
Programs	The Contractor must submit communications to be uploaded to the Shire Website on all mandatory programs required by the Contract. Communications on approved programs must be updated within one month of an approved variation.

A4-13. After Hours Call Out (MEC)**ACTIVITY DEFINITION** *(What work is included?)*

This activity covers the provision of an effective service that is readily contactable 24 hours a day, year round and which the public or others may call for assistance. The Contractor is required to make a record or diary of calls and details and to liaise and direct urgent action, by way of inspection and appraisal.

The Contractor shall provide a report of action/incidents when required.

This activity may result from an emergency management call-out from the Municipal Emergency Resource Officer (MERO).

PERFORMANCE DISTRESS & DEFECTS *(What do we look for?)*

Situations where public health or safety is in jeopardy and to minimise disruption to nominated area users.

PERFORMANCE CRITERIA *(Why do we do it?)*

The Contractor shall provide for the immediate public safety of all nominated area users to minimise costs associated with accidents or damage to the asset and minimise disruption to nominated area users.

PERFORMANCE STANDARDS *(What is required?)*

The Contractor shall provide designated staff to act as duty officer/controller and others nominated as 'on-call' on a 24-hour basis.

'On-call' staff shall respond to emergencies within one hour of notification.

Key plant and equipment shall be nominated and available.

All call-out staff shall complete specific training in customer service procedures.

The duty officer/controller shall provide specific reporting/documentation as required. Information will be supplied to the Superintendent upon request.

CONTRACT FORMAT

(Is it a Lump Sum or Dayworks Rate Item?)

LUMP SUM

REPORTING UNIT

Number

Activity Specifications

ACTIVITY SPECIFICATION	AFTER HOURS CALL OUT	MEC
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WORK METHOD REQUIREMENTS *(Contractors undertaking to provide quality)*

1. A Duty Controller shall record all emergency calls in a log.
2. Provide communication equipment appropriate to the service.
3. Provide trained 'on-call' staff with suitable identification.
4. Provide an appropriately equipped vehicle with the Shire logo.
5. 'Call-Out' response staff shall take immediate action to make the site safe for all area users.
6. 'Call-Out' response staff shall coordinate notification and advice to ensure appropriate repair activities.
7. Provide prompt assistance, as required, to service providers including the State Emergency Service (SES), Victoria Police, Country Fire Authority (CFA) and the Municipal Emergency Resource Officer(MERO).

PERFORMANCE REQUIREMENTS

Asset	Intervention Level	Response Time
All	Report of public health or safety in jeopardy or of a significant disruption to service.	Immediate response required

A4-14. Footpath Sweeping and Cleaning (NFS)**ACTIVITY DEFINITION** *(What work is included?)*

This activity covers the programmed sweeping, and deep-cleaning of nominated areas in High-Profile precincts. The Shire has adopted a hierarchy for High-Profile precincts. High-Profile Precinct frequencies, categories and maps showing the geographical area of these precincts are set out in Annexure 9. The Contractor must undertake services within these precincts in strict compliance with the requirements of this Activity Specification.

PERFORMANCE DISTRESS & DEFECTS *(What do we look for?)*

Staining of the footpath surface.

Debris, litter, silt, sediment and bird droppings.

Loose stones and debris on footpaths.

PERFORMANCE CRITERIA *(Why do we do it?)*

To provide a visually pleasing, healthy and safe footpath network for all users.

PERFORMANCE STANDARDS *(What is required?)*

Footpath sweeping shall be carried out on a programmed basis as detailed in the schedules in Annexure 9.

Footpath deep-cleaning must be carried out to keep the surface clear in accordance with an approved program, which includes a program of cleaning in the first Contract Year that achieves the "Performance Criteria" specified in this Activity Specification for all footpaths within High-Profile Precincts. In the following Contract Years the approved program must specify that the footpaths are cleaned at least every 24 months.

CONTRACT FORMAT

(Is it a Lump Sum, SOR or Dayworks Rate Item?)

LUMP SUM

REPORTING UNIT

Square metre

Activity Specifications

ACTIVITY SPECIFICATION

FOOTPATH SWEEPING AND CLEANING

NFS

WORK METHOD REQUIREMENTS *(Contractors undertaking to provide quality)*

1. The sweeping frequencies specified in Annexure 9 shall be complied with.
2. The Contractor must develop within one (1) month of the commencement to perform the deep cleaning of footpaths activity within high profile precincts, to be completed in the first 12 months of the contract. Thereafter, the Contractor must develop a program such that these footpaths are cleaned within a 24-month program.
3. Sweeping of shopping precincts shall be carried out outside commercial trading hours in order to avoid vehicular and pedestrian traffic. Sweeping of footpaths shall be carried out between the hours of 10:00pm and 08:30am. Deep cleaning must be undertaken between the hours of 10:00pm and 05:00am. Any variation to these hours shall be determined by agreement with the Superintendent.
4. The Contractor must use plant and equipment that is appropriate for the task and site and not cause any damage to the footpath or infrastructure, including private infrastructure. Suction sweeping is not allowed for cleaning footpaths constructed with pavers.
5. The Contractor must provide high pressure cleaning on a reactive basis as directed by the Superintendent, undertaken as Ordered Works.
6. The Contractor shall ensure that litter is not swept into pits during the course of footpath sweeping. If this does occur, the Contractor must immediately remove the litter from the pit.
7. All water discharged from the deep cleaning must be collected. Only water that has been through a water-filtration system approved by the Superintendent can be discharged to the stormwater system.
8. The Contractor shall exercise care in the performance of the works and shall not cause a disturbance to traders, pedestrians or interfere with, delay or impede motorists and other road users to the extent that is reasonably practicable.
9. Vehicles or plant used to undertake this activity shall always be operated in a safe manner and shall meet all requirements for Occupational Health and Safety
10. Litter from sweeping operations shall be collected and disposed of at the nearest registered landfill or other approved site. The fees and charges associated with waste disposal shall be in accordance with Annexure 2 – Schedule A2 – 1.
11. Establish a reporting system to record at the end of each days operations, or immediately if the issue is of a hazardous or dangerous nature, any areas that the Contractor was prevented from completing programmed works or any incidents that occurred.
12. Care shall be taken to preserve the trees and other infrastructure within the streetscape from damage from sweeping operations. The Contractor shall provide alternative equipment where standard equipment cannot access an area.
13. Damage caused by the cleaning contractor to roadside signs, poles, street furniture, trees and shrubs, and other Shire and Service Authority assets shall be the sole responsibility of the Contractor who shall report such damage immediately to the appropriate Module Contractor. Repair work shall be performed at the sole discretion of the Superintendent, the cost of such repair being deducted from any sums due to the Cleansing & Drainage Services Contractor.
14. The Contractor must ensure the local traders are advised of the deep cleaning programs prior to the works commencing and any other service that may impact on their ability to trade.

PERFORMANCE REQUIREMENTS

Asset	Intervention Level	Response Time
All High-Profile precincts	Impact on the visual amenity at a particular site due to litter, debris and other offensive matter.	4 hours
All	Report of a risk to the community at a particular site.	24 hours

A4-15. Foreshore Camping Sanitary Cleaning(NFM)**ACTIVITY DEFINITION** *(What work is included?)*

This activity includes all foreshore camping facilities for which the Shire is the Committee of Management, as nominated in Annexure 9.

This activity includes the inspection and sanitary cleaning of foreshore camping facilities and liaison with campers.

This activity includes the provision and servicing of sanitary bins in all female and disabled toilets.

This activity includes the provision and services of nappy bins where installed.

The services under this activity are only required for the timeframe specified in Work Method Requirements – General Obligations.

PERFORMANCE DISTRESS & DEFECTS *(What do we look for?)*

Dirty or unhygienic facilities.

PERFORMANCE CRITERIA *(Why do we do it?)*

To maintain a safe, pleasant and healthy environment in the nominated foreshore areas.

PERFORMANCE STANDARDS *(What is required?)*

Cleaning and sanitising of facilities to minimise the spread of infection and to ensure that the facility possesses a clean appearance, including the monitoring and replenishment of consumables.

Any malfunctioning equipment or building damage shall be reported to the Building Contractor for repair or replacement.

The Contractor shall attend two (2) liaison meetings, one at the start and one at the end of the Foreshore Camping Season.

CONTRACT FORMAT

(Is it a Lump Sum, SOR or Dayworks Rate Item?)

LUMP SUM

REPORTING UNIT

Worker/Hour/Park

Activity Specifications

ACTIVITY SPECIFICATION

FORESHORE CAMPING SANITARY
CLEANING

NFM

WORK METHOD REQUIREMENTS *(Contractors undertaking to provide quality)***Foreshore Camping Season**

1. The Foreshore Camping Season starts the Friday week before Cup Day and ends on the last Sunday in April. The Foreshore Camping Season includes a Pre-Season, Peak-Season and Post-Season.
2. The Pre-Season operates for 8 weeks.
3. The Peak-Season operates for 7 weeks. The Peak-Season is determined by the Foreshore Camping Team prior to commencement of the season and includes all public holidays. If the season extends beyond the nominated 7 weeks, the additional days will be undertaken as Ordered Works.
4. The Post-Season operates for 13 weeks.

Sanitary Cleaning

5. The Sanitary cleaning frequencies apply to all Foreshore Camping Facilities nominated in Annexure 9.
6. The Contractor must comply with the cleaning requirements as detailed in A4-8 Sanitary Cleaning.
7. Cycle B cleans to be conducted on the Friday week before Cup Day and continue on a monthly basis for the duration of the Foreshore Camping Season.
8. Cycle A cleans to be conducted once per day in Pre-Season.
9. Cycle A cleans to be conducted twice per day in Peak-Season.
10. Cycle A cleans to be conducted once per day Monday to Friday and twice per day Saturday to Sunday in Post Season.
11. An additional Cycle A clean is to be conducted on Good Friday, Easter Sunday and Easter Monday.
12. Sanitary cleaning is to be completed by 2pm each day.
13. If a foreshore camping facility receives more than one sanitary clean in a day, the first sanitary clean must be completed by 2pm and there must be a minimum 5 hour gap between each clean.
14. Suitable signing prohibiting access must be erected at all times while cleaning is being conducted.

General Obligations

15. The Contractor must install and maintain a fixed litter receptacle in all Foreshore Camping Facilities nominated in Annexure 9, including male, female and disabled cubicles plus laundries.
16. The Contractor must remove all collected waste matter and dispose of responsibly at a legal tipping facility, waste should not be placed in foreshore bins. Disposal costs, including fees, are included in the Lump Sum amount.
17. The Contractor must attend any meetings and liaise with campers and any relevant user groups or the like, as directed by the Superintendent or the Foreshore Camping Team.

PERFORMANCE REQUIREMENTS

Asset	Intervention Level	Response Time
All facilities	A toilet or urinal is depleted of consumables or badly soiled	Max 4 hours
All Facilities	Any component of a facility is inoperable and is a danger to public health	Immediately

Note: These response times do not vary at weekends or public holidays.

Activity Specifications

A4-16. Dead Animal Collection (NDA)

ACTIVITY DEFINITION *(What work is included?)*

This activity covers the emergency response to reports of dead animals located either on the road or within the road reserve or other public areas within the municipality.

PERFORMANCE DISTRESS & DEFECTS *(What do we look for?)*

Dead animals located either on the road or within the road reserve or other public areas within the municipality.

PERFORMANCE CRITERIA *(Why do we do it?)*

To ensure the safety of motorists and pedestrians and preserve community wellbeing.

PERFORMANCE STANDARDS *(What is required?)*

The Contractor shall provide all required records and reports within the stated timeframe.
Checking animal for electronic tags.

CONTRACT FORMAT

(Is it a Lump Sum, SOR or Dayworks Rate Item?)

LUMP SUM

REPORTING UNIT

Number

Activity Specifications

ACTIVITY SPECIFICATION

DEAD ANIMAL COLLECTION

NDA

WORK METHOD REQUIREMENTS *(Contractors undertaking to provide quality)*

1. The services required to be performed include, but are not limited to the following:
 - collection of dead animals located within the road reserve or public open space
 - disposal of dead animals at the appropriate knackery or legal disposal site.
 - disposal by burial for small, non-domestic animals adjacent to the collection site.
2. The service shall be provided in a courteous, well-informed and customer focused manner.
3. Adequate records of all services provided shall be kept by the Contractor for the purposes of possible prosecution or other legal actions or claims.
4. Any information relating to this contract made available to or generated by the Contractor remains under the ownership of Council and must not be disclosed to any third party. The requirements of the Privacy Act must be complied with.
5. All staff employed by the Contractor are to be fully aware of their responsibilities and sufficiently trained in all emergency procedures and in the use of appropriate equipment.
6. The Contractor must ensure that all staff are suitably attired in a uniform provided by the Contractor and approved by the Superintendent including the carrying of photo identification.
7. The Contractor must provide and maintain all necessary vehicles and equipment, including all insurances, ancillary equipment and supplies to enable the Contractor to fulfil the obligations of this contract.
8. Vehicles and equipment must comply with the Road Safety Act 1986 and regulations along with the relevant codes of practice and any guiding policies provided by Council.
9. Large mammals e.g. seals are to be removed by dayworks.

PERFORMANCE REQUIREMENTS

Asset	Intervention Level	Response Time
All	Response to any report of a dead animal	4 hours
All	Response to any report of a dead animal causing a danger to members of the public	1 hour

A4-17. Maintenance of Gross Pollutant Traps (NPT)**ACTIVITY DEFINITION** *(What work is included?)*

Regular inspection, cleaning, maintenance and reporting of defects for all Gross Pollutant Traps (GPTs) within the municipal district as detailed in Annexure 9.

PERFORMANCE DISTRESS & DEFECTS *(What do we look for?)*

Silt, vegetation, rubbish, organic matter, debris and other contaminants present in GPT's.
Damage to the GPT structure including chamber, baskets and lids.

PERFORMANCE CRITERIA *(Why do we do it?)*

GPTs are cleared to ensure that silt and litter within the stormwater system is intercepted prior to discharge to the outfall, to minimise pollution of the bay.

GPT's are thoroughly cleaned to ensure good functionality in standard and extreme weather events and to reduce the likelihood of overflow.

To maintain aerobic conditions in the chamber and to ensure that discharge is not contaminated.

ACTIVITY STANDARDS *(What is required?)*

No litter or silt to bypass the GPT except during an extreme storm event.
Aerobic conditions to be maintained in all GPTs.

CONTRACT FORMAT

(Is it a Lump Sum, SOR or Dayworks Rate Item?)

LUMP SUM

WORK UNIT

Number

Activity Specifications

ACTIVITY SPECIFICATION	MAINTENANCE OF GROSS POLLUTANT TRAPS	NPT
-------------------------------	---	------------

WORK METHOD REQUIREMENTS *(Contractors undertaking to provide quality)*

1. A schedule shall be prepared within three (3) months of the commencement of the contract, setting out a 3-monthly cleaning cycle by either suction or withdrawal of liner baskets to minimise anaerobic conditions in the trap, unless agreed otherwise by the Superintendent.
2. Before commencement of any clearing operation, appropriate signs and barricading will be erected in compliance with an approved Traffic Management Plan (TMP) for the site.
3. Defect inspections, including mechanical cleaning by either suction or withdrawal of liner baskets, withdrawal and inspection of the liner basket and inspection for any damage to the GPT structure, including the chamber and lid, to be conducted in accordance with A3-10 table A3-2 – Inspection Requirements. Frequencies are detailed in A3-11 Table A3-1.
4. All collected debris and silt will be removed to an appropriate location for responsible and legal disposal at the cost of the Contractor.
5. The contractor shall comply with all requirements of OH&S, including Falls Prevention and Confined Spaces.
6. Defect/and or damage reports are to be made upon discovery. Repairs to drainage structures including the chamber, baskets and lids shall be referred to the appropriate service provider and completed as Ordered Works.
7. A litter analysis shall be undertaken at each GPT in conjunction with cleaning and reported to the Superintendent. The litter analysis shall include, but is not limited to, the percentage of the GPT occupied by litter, classification of the litter as general, vegetation or silt and the volume of each, photographic evidence and any other information as required by the Superintendent.

PERFORMANCE REQUIREMENTS

Asset	Intervention Level	Response Time
GPT	Basket Liner/Pit/Silt Trap 20% to 79% full	14 days
GPT	Basket Liner/Pit/Silt Trap 80% full	48 hours
GPT	Basket Liner/Pit/Silt Trap 100% full	24 hours

A4-18. Clear Culverts, Pipes and Pits (DCP)

ACTIVITY DEFINITION *(What work is included?)*

This activity covers the inspection, defect reporting and clearing of all constructed stormwater drainage structures, whether located in the road network, in public car parking areas, drainage reserves and easements, foreshores or parks. These include all types, such as extended kerb inlets with or without grate, side entry pits and junction pits, connections from inlets to the main drain, culverts, pipes and energy dissipators.

This Activity covers the regular inspection and cleaning of all Soak Pits within the Shire as detailed in Annexure 9

The Contractor is required to clear all drainage structures of silt, vegetation, rubbish and debris, which will affect inlet and outlet capacity for drainage, to reduce the risk of flooding.

Any defect that presents a risk to public safety, such as damaged pit lids, will be reported to the Roads Maintenance Contractor immediately.

Refurbishment of Soak Pits is undertaken by other contractors and is not part of this Contract.

All repairs of Road Culverts is undertaken by the Roads Maintenance Contractor.

The cleaning of the downstream outfall from the pipe is undertaken by the Roads Maintenance Contractor.

PERFORMANCE DISTRESS & DEFECTS *(What do we look for?)*

Silt, vegetation, rubbish and debris present in drainage structures.

Local flooding, local scour and erosion, downstream siltation and pavement failures.

Damage to asset.

PERFORMANCE CRITERIA *(Why do we do it?)*

Stormwater drainage structures are cleared to ensure surface flows are accepted by the piped system to avoid blockages, pit surcharges and damage to pipe joints and to minimise the impact of flooding.

ACTIVITY STANDARDS *(What is required?)*

All pits and culverts shall be cleaned at frequencies as set out in Annexure 9.

All kerb inlets, side entries, grates and pipe inlets shall be cleared to prevent blockage or bypass to downstream inlets and subsequent surcharge and/or flooding.

Zero reduction in waterway area for pits and pipes upon completion of cleaning the asset, in accordance with the routine cleaning program.

CONTRACT FORMAT

(Is it a Lump Sum, SOR or Dayworks Rate Item?)

LUMP SUM

WORK UNIT

Lineal metre

Activity Specifications

ACTIVITY SPECIFICATION

CLEAR CULVERTS, PIPES AND PITS

DCP

WORK METHOD REQUIREMENTS *(Contractors undertaking to provide quality)*

1. A schedule shall be prepared by the Contractor setting out a program for pit and stormwater pipe inspection and cleaning in accordance with the details set out in Annexure 9. This schedule (program) will be prepared within 3 months of the contract commencing, be approved by the Superintendent and be reviewed at least annually.
2. All necessary attempts shall be made to expose the pits on inspection.
3. Before commencing any clearing operation within the road reserve, appropriate signs shall be erected in compliance with the approved Traffic Management Plan (TMP).
4. Cleaning & Maintenance shall include some or all of the following:
 - Mechanical cleaning and flushing of pipes and pits, including soak pits
 - Removing tree roots and other intrusions into the drain
 - Report any damage to pipes, pits or the drainage structure to the Roads Maintenance Contractor.
 - CCTV inspection of pipes
 - Hand cleaning of pits
 - Inspection for any matters that present a risk to public safety

All of the above methods are included in the Lump Sum amount for this Activity.
5. Defect inspections, of pipes only, are to be conducted in accordance with A3-10 Table A3-2 – Inspection Requirements. Frequencies are detailed in A3-10 table A3-1.
6. Upon completion of cleaning, all collected debris and silt will be immediately removed to an appropriate location for responsible and legal disposal. The fees and charges associated with waste disposal shall be in accordance with Annexure 2 – Schedule A2 – 1.
7. Where high-pressure water is used to clear a structure, due care shall be provided to avoid damage to the structure or transference of debris to downstream drainage.
8. The Contractor shall ensure that all works undertaken within private property are carried out with a minimum of disruption to the occupier.
9. Defect, damage and public safety reports are to be made upon discovery to the Roads Maintenance contractor.
10. The contractor shall comply with all requirements of OH&S, including Falls Prevention and Confined Spaces.
11. The Contractor must undertake internal inspection of 5,000 lineal metres per annum of the underground drainage network, including both on road and through easements, using equipment appropriate for the type and length of asset, such as a pipeline camera, CCTV or equivalent.
12. The Contractor must allow for reactive cleaning of an additional 2,000 drainage pits and 100 Soak Pits per annum. These costs form part of the Lump Sum amount.
13. The recording of internal asset information must comply with the Conduit Inspection Reporting Code of Australia. Photographs are to be taken at all significant defects and all photographs are to be in colour.

Activity Specifications

ACTIVITY SPECIFICATION

CLEAR CULVERTS, PIPES AND PITS

DCP

PERFORMANCE REQUIREMENTS

Asset	Intervention Level	Response Time
Pits and/or Pipes	Waterway area restricted by more than 30%	14 days
Pits and/or Pipes	Waterway area restricted by more than 50% Low point completely blocked and flooding of private property could result	24 hours
Pits and/or Pipes	Low points blocked by more than 30%	48 hours
Pits and/or Pipes	Defect presents a risk to public safety	24 hours
Soak Pit	Soak Pit is failing to operate with grate covered or silt up to the bottom row of outlet holes.	1 month
Soak Pit	Soak Pit has failed to operate and all water is unable to enter the pit or flooding of private property is occurring.	24 hours

Annexure 5

Reporting Templates and Supporting Information

Cleansing & Drainage Cleaning Services
Contract No. 2328



MORNINGTON
PENINSULA
Shire

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A5-2 Natural Disaster Financial Assistance Council Claim Form**NATURAL DISASTER FINANCIAL ASSISTANCE COUNCIL CLAIM FORM**Date: Municipality: Please SelectMunicipality Contact Name/Phone Number: Region: Please SelectDate of Event: Type of Event: Please Select**Eligibility Criteria**

OTHER (Provide details):

Details of event (Including location):

Please attach additional supporting information including Bureau of Meteorology data, photos, newspaper articles, invoices etc. Event must comply with guidelines.

Substantiation Requirements**Emergency Protection Works:**

To protect community assets and to restore essential public services.

Emergency Protection Works

Details of Emergency Works Undertaken	Claim Amount (\$) excl GST	Comments
Total Emergency Protection Works	0	

Asset Restoration Works- Local Road Assets:

Details of asset and extent of damage sustained, and details of works proposed.

**Asset Restoration Guidelines
for Local Road Assets**

Details of Asset Restoration Works Undertaken- Local Road Assets	Claim Amount (\$) excl GST	Comments
Total Asset Restoration Works - Local Road Assets	0	

Annexure 5
Supporting Information

Asset Restoration Works- Other Council Assets: Details of asset and extent of damage sustained, and details of works proposed.

**Asset Restoration Guidelines for
Other Council Assets**

Details of Asset Restoration Works Undertaken- Other Council Assets	Claim Amount (\$) excl GST	Comments
Total Asset Restoration Works - Other Council Assets	0	

Betterment Works:

These claims will be deleted from the councils claim.

Betterment Works Guidelines

Details of Betterment Works Undertaken	Claim Amount (\$) excl GST	Comments
Please provide a description of the actual betterment work completed		
Total Betterment Works	0	

Claim Totals:

The Victorian Government will meet 100% of emergency protection costs and 75 per cent of Asset Restoration costs between \$10,000 and \$110,000, and 100 per cent of the proportion of costs above \$110,000.

Claim Type	Claim Amount (\$) excl GST	Amount Claimable (\$)
Emergency Protection Works	0	0
Asset Restoration Works - Local Road Assets	0	
Asset Restoration Works - Other Council Assets	0	
Total - Asset Restoration Works	0	
Less- Council Contribution	0	0
Betterment Works	0	
Total	0	0

NATURAL DISASTER FINANCIAL ASSISTANCE FOR LOCAL COUNCILS**Guidelines for Council Claims****What are the arrangements for access to Natural Disaster financial assistance?**

Under the guidelines for Municipal Emergency Management Planning the Victorian Government provides financial assistance to councils for specified types of emergency management expenses, consistent with the Commonwealth-State Natural Disaster Relief arrangements.

Eligible events are: bushfires, cyclones, earthquakes, floods, storms (including hail) and land slippages caused by any of the above defined natural disasters.

What is Natural Disaster financial assistance available for?

- *Emergency protection works* – including works undertaken to protect community assets and to restore essential public services; and/or
- *Restoration of municipal and other public assets* – including repair of roads and bridges, reserves and associated community facilities, and destroyed public buildings.

How much is the financial assistance?

- For emergency protection works the Victorian Government will meet the full cost of approved works; and/or;
- For restoration of municipal and other public assets the Victorian Government will meet 75 per cent of approved restoration costs between \$10,000 and \$110,000, and 100 per cent of the proportion of costs above \$110,000. Costs are only recognised for the restoration of assets to their prior condition and the first \$10,000 is to be contributed by the council.

How do Council's apply?

The claim can be submitted from either the Council's municipal engineer or chief executive officer to:

Department of Treasury and Finance
Director: Mr Tony Bates, Budget and Financial Management
Level 4, 1 Macarthur Street
East Melbourne VIC 3002

A copy of the claim can be simultaneously submitted to the VicRoads central office to enable the assessment of the claim to commence.

What should be included in the claim?

The *NDFA Municipal Claim Form* (available at the Department of Treasury & Finance (DTF) website at <http://www.dtf.vic.gov.au/CA25713E0002EF43/pages/bfm-natural-disasterfinancial-assistance>) outlines all the information required from Councils by DTF and VicRoads to conduct a formal assessment of a claim.

Annexure 5
Supporting Information

In exceptional circumstances, and where a Council can demonstrate financial hardship, a request can be made to the Treasurer for an advance payment of asset protection and restoration costs based on an estimate of likely costs. Any request for exceptional circumstance advance funding must be made to the Treasurer in writing as soon as practical after the event.

The decision to lodge a claim based on expected or actual costs for asset protection and restoration costs is up to the Council. Any difference between the advance provided and the final expenditure will either be provided to the council as an additional grant or returned by the council. *Please refer to the NDFA Frequently Asked Questions for further information.*

How long is the claim process?

Upon receipt of the claim, VicRoads carries out the formal assessment of any damage to roads and bridges etc. It is anticipated that this process will take up to six-eight weeks; however may take longer if there have been multiple natural disasters in the municipality.

The *NDFA Frequently Asked Questions (FAQ)* and *NDFA Municipal Claim Form* spreadsheets used to assist Councils with their claims are also available from:
<http://www.dtf.vic.gov.au/CA25713E0002EF43/pages/bfm-natural-disasterfinancial-assistance>

A5-3 Asset Handover Notification Process**Email****CONSTRUCTION STATUS ADVICE**

CONTRACT NO	no
CONTRACT NAME	title
PART	A
PLAN NO	no
ADDRESS	street
TOWNSHIP	township
MELWAY REF	map
STREETS	streets
SCOPE OF WORKS	road construction, including - concrete kerb - signage and line marking - no landscaping exists within the scope of works

Please be advised that

(delete items not required)

Part A, for contracts about to commence

the project is soon to Commence Construction

CONSTRUCTION PERIOD	date
CONTRACTOR	date
ATTACHMENTS	objective reference to plans and quantities
SUPERINTENDENTS REPRESENTATIVE	
MOBILE	

Part B, for contracts nearing completion of works

the project is nearing Practical Completion and your comments are requested to raise with the contractor at inspection.

A period of Defects Liability will commence once works have been inspected with the Contractor and are to the satisfaction of the Superintendent.

If no comments are received within 5 working days it will be assumed you have no comments.

If you wish to arrange a joint inspection, please contact the Superintendents Representative.

DEFECTS LIABILITY PERIOD	12 months
ATTACHMENTS	objective reference to plans and quantities
SUPERINTENDENTS REPRESENTATIVE	Lisa Sheahan
MOBILE	0400 504 552

Annexure 5
Supporting Information

Part C, for contracts which have reached Practical Completion

the project has reached Practical Completion and has now commenced a period of Defects Liability.

The Shire is responsible for undertaking programmed maintenance.

Defects in workmanship which become evident over the duration of the Defects Liability period can be reported to the Contract Superintendent.

DATE OF PRACTICAL COMPLETION	date
DEFECTS LIABILITY PERIOD	12 months
DATE FOR END OF DEFECTS LIABILITY	date
ATTACHMENTS	objective reference to plans and quantities
SUPERINTENDENTS REPRESENTATIVE	Lisa Sheahan
MOBILE	0400 504 552

Part D, for contracts nearing the completion of Defects Liability.

the project is nearing Final Completion and your comments are requested to raise with the contractor at inspection.

The period of Defects Liability will cease once works have been inspected with the Contractor and are to the satisfaction of the Superintendent.

If no comments are received within 5 working days it will be assumed you have no comments.

If you wish to arrange a joint inspection, please contact the Superintendents Representative.

DEFECTS LIABILITY PERIOD	12 months
DATE FOR FINAL COMPLETION	date
ATTACHMENTS	objective reference to plans and quantities
SUPERINTENDENTS REPRESENTATIVE	Lisa Sheahan
MOBILE	0400 504 552

Part E, for contracts which have reached Final Completion.

the project has reached Final Completion and has completed a period of Defects Liability.

The Shire is now fully responsible for this asset.

DATE FOR FINAL COMPLETION	date
ATTACHMENTS	objective reference to plans and quantities
SUPERINTENDENTS REPRESENTATIVE	Lisa Sheahan
MOBILE	0400 504 552

A5-4 Beach Cleaning Subsidy 2017–2018 Terms and Conditions**Beach Cleaning Subsidy 2017/2018****Terms and Conditions**

The Department of Environment, Land, Water and Planning (DELWP) provides an annual subsidy to organisations undertaking beach cleaning activities at Victorian beaches.

- The subsidy is for cleaning of sanded areas of beaches and inland waterways only (sand is defined as any fine granulated natural surface directly abutting the water including fine pebbles). Cleaning activities on non-sanded areas such as paths, BBQ areas and toilet blocks are not eligible for reimbursement.
- The subsidy is available to organisations with management responsibility for coastal and inland waterway beaches. Beach cleaning work may be undertaken directly by Council, by contractors, by voluntary groups or by a Committee of Management (CoM) established under the *Crown Land (Reserves) Act 1978*. The applicant must be the delegated land manager.
- The subsidy is not available for cleaning of Crown Land directly managed by the DELWP or by Parks Victoria (other than as a Committee of Management)
- The program will consider eligible expenditure incurred between 1st October 2016 and 30th April 2018.
- All claims for reimbursement of expenditure incurred must be lodged with the DELWP no later than 29 July 2018. Late claims will not be accepted.
- The subsidy rate will be calculated based on the total of all claims lodged for eligible beach cleaning expenditure.
- Claims for expenditure must be made on the claim form and show the amount expended, clearly separating amounts for wages (exclusive of on-costs), calculated volunteer labour value, contract payments, plant hire and materials.
- For organisations that employ external contractors to undertake beach cleaning on their behalf, a copy of the current contract and all relevant invoices will be required to be submitted with the claim form. Specific contract details provided to DELWP are for the information of relevant DELWP staff only and will be kept confidential (see privacy statement below).
- Where beach cleaning is undertaken by volunteers, details must be recorded on the volunteer form provided and attached to the claim form.
- All requested information and data must be provided for each separate beach area. In a contracting situation a proportional estimate for each separate beach is required.
- A signed statement is required from the designated land manager certifying that the works described in the claim were carried out in accordance with the terms and conditions of the subsidy.
- All claims must include completed forms and all required documentation, including contracts, invoices, receipts and/or volunteer records. Claims that do not provide appropriate proof of expenditure and other required documentation will not be processed.

Eligible Activities

The Department of Environment, Land, Water and Planning will pay committees of management a reimbursement towards expenditure incurred for the following beach cleaning activities:-

- Cleaning of sanded areas of beaches and inland waterways. (Sand is defined as any fine granulated natural surface directly abutting the water and includes fine pebbles).
- Areas around stormwater drains.
- Emptying of rubbish bins that are located on sanded areas on the beach.
- Removal of seaweed from the beach and around drains outpouring onto the sanded area of a beach.
- Wages, salaries and/or labour costs associated with beach cleaning activities. Where salaries are claimed, the percentage of salary claimed must be proportionate to the actual time spent on beach cleaning.
- Volunteer time devoted to cleaning beaches (the calculated value of volunteer labour devoted to beach cleaning and data collection is eligible at a standard rate of \$20 per hour).
- Plant charges for beach cleaning undertaken directly by the Committee of Management (non-contract cleaning only).
- Purchase of consumable materials e.g. bin bags (non-contract cleaning only).

Ineligible Activities

The following activities are ineligible and are not to be included in your beach cleaning claim. Please read through thoroughly to ensure you understand your entitlements:-

- Cleaning of non-sanded areas (including toilet blocks, BBQs, paths and other areas adjacent to sanded areas).
- Costs of maintaining foreshore buildings, toilet blocks and BBQs.
- Costs of emptying bins and sharps containers not located directly on sandy beach areas.
- Costs of cleaning and mowing grassed areas and riverbanks.
- Purchase and maintenance of plant and equipment.
- Costs associated with maintaining or improving access for plant and capital equipment.
- Costs associated with supervision and administrative expenses (salaries, fees, commissions, travelling expenses etc).
- Cost of replenishing and renourishing sand on beaches.
- Costs associated with unscheduled and/or irregular cleaning activities (e.g. flood events).

A5-5 Beach Cleaning Subsidy 2017–2018 Claim Form**Beach Cleaning Subsidy Program****Applicant details**

Name of Organisation:

Address of Organisation:

ABN:

Contact person:

Position:

Phone:

Email:

**Certification Statement by Chairperson / Chief Executive /
Authorised Officer**

On behalf of the (organisation name)..... I certify that:

- the expenditure detailed in this form has been incurred by this organisation
- the expenditure was for eligible beach cleaning activities as defined in the terms and conditions
- this organisation has management responsibility for the beach(es) identified on this form.

Please find full details attached.

Name of CEO/Chairperson/Authorised Officer:.....

Please return this form by Friday 29th July 2018 to:

Jacky Priestley
Department of Environment, Land, Water and Planning
609 Burwood Highway
KNOXFIELD 3180

If you require any further information, please contact Jacky Priestley by phone on (03) 9210 9403 or
e-mail jacky.priestley@delwp.vic.gov.au

Annexure 5
Supporting Information

Expenditure details for CONTRACTED cleaning of sandy areas – 2016/2017

Exclude GST, but add where the organisation is not GST registered (non-voluntary groups & Committees of Management). Non GST registered amounts must include GST. Documentation such as contracts, invoices, receipts, payment records and payment participation records must be provided for all items claimed in the above table, as per the Terms and Conditions. Claims that do not provide the required documentation will not be processed.

Individual beach name	Contractor name	Cleaning frequency	Cleaning method (e.g. manual, mechanical)	Total litter disposed to landfill / composting (specify volume or weight)	Summer beach cleaning expenditure (1 October – 30 April) <i>Exclude any recoverable GST*</i>	Annual beach cleaning expenditure
e.g. Shipwreck Beach				30 t / 2t		
				Total beach cleaning expenditure:		

Annexure 6

Data Collection & Transfer

Cleansing & Drainage Cleaning Services
Contract No. 2328



MORNINGTON
PENINSULA
Shire

Annexure 6 – Data Collection & Transfer

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Data Capture Specification – Cleansing & Drainage Cleaning

A6-1. Introduction

A6-1.1 Background

The purpose of this document is to specify the data capture requirements of the Contractor. The Contractor will provide spatial, attribute and image data for all asset types Included in the Contract.

Examples of the extent of the data to be collected are based on the asset type i.e. Pipes and Pits.

Data shall be collected for the following purposes:

- Reporting Asset Status
- Asset Condition Monitoring

This document consists of the following sections:

- Aims & Objectives
- The Data
- Data Quality
- Data Collection
- Data Exchange
- Asset Notification (for new assets)
- Penalties for Non-Compliance
- Asset Condition Assessment Guidelines
- Continuous Improvement
- References; and
- Data Tables.

A6-2. Aims & Objectives

A6-2.1 Aims

To ensure Mornington Peninsula Shire (MPS) receives quality data from the Contractor and that data integrity is maintained. The data shall be:

- accurate,
- complete,
- consistent,
- timely, and
- compliant

with the MPS standards detailed in this document.

A6-2.2 Objectives of the specifications

To detail the expectations of MPS & the Contractor in terms of:

- data collection,
 - to report asset status, when assets are:
 - disposed (removed from service)
 - modified (altered)
 - relocated (moved), or
 - found (existing asset not previously recognised)
 - for condition monitoring,
 - data quality,
 - data exchange, and
 - asset notification procedures.

A6-3. The Data

Consists of spatial (geographic) and attribute (descriptive) details about the Shire's assets accessed via an online real-time geospatial tool. Where applicable, supporting digital images, in Joint Photographic Experts Group (JPEG) format, shall be included with the online data.

A6-3.1 Purpose

Mornington Peninsula Shire records data describing its assets for a range of organisational and decision-making purposes. The Asset Register contains the attribute data while the spatial data is maintained in a Geographical Information Systems (GIS) database. The two datasets are linked by a unique identifier, (known as an ID_COUNTER).

A6-3.2 Details

The data will be collected by the Contractor using an online real-time geospatial software tool. This software tool will be available for use in-field by the Contractors personnel, and is connected directly to MPS back-end datasets. In cases where some assets cannot be collected using the online geospatial tool, their data shall be transferred to MPS using a mutually agreed format with attribute and spatial data included.

Images

Digital image files will be JPEG type and formatted with a .jpg file extension. Where necessary, image data will be collected by the contractor and associated with other asset attribute and geospatial data using the online geospatial tool.

A6-4. Data Quality

Data quality requirements will be detailed for both spatial and attribute data, specifically:

- Accuracy,
- Completeness,
- Consistency,
- Timeliness, and
- Compliance.

Note data quality requirements may change over time.

A6-4.1 Spatial Data (where applicable)

Accurate

MPS require accuracy to within 1 metre inside and to within 3 metres outside of the urban growth boundaries relative to the assets true but unknown value. Desired accuracy is to within 1 metre. In all cases where an asset is located ± 5 m of a property boundary, accuracy level must be within 1 metre, so that the referenced location reflects the correct side of the property boundary. A property boundary is defined by the layer known as Property within the Shires online geospatial tools.

Complete

All assets associated with a job need to be captured. If the asset geometry type is a polyline or polygon, the entire length or area of the asset shall be captured.

Consistent

Each asset shall be collected as a particular geometry type, i.e. point, polyline or polygon. The geometry types should not change, unless advised by MPS.

Timely

Spatial data reporting the 'location' of an asset must be collected and supplied to MPS using the Shire's online geospatial tool.

In the instance that the geospatial tool is offline and unable to be accessed, their data shall be transferred to MPS using a mutually agreed format within a 14-day default period from the date of inspection.

Compliant

The data must be supplied in the correct projection format, as specified in section A6-3 – The Data.

A6-4.2 Attribute Data Quality*Accurate*

Each asset needs to be accurately described using the prescribed values, - which will vary according to asset type. Any comments provided must be legible and not include acronyms, abbreviations or industry jargon.

Complete

Attribute field requirements vary according to asset type. MPS will define the data required via the collection methods and forms within the online geospatial tool (see section A6.3 – The Data).

Consistent

Assets that are the same are to be described consistently.

Timely

Attribute data describing an asset must be collected and supplied to MPS within the default periods of an asset being disposed, modified, relocated or found.

For condition monitoring, attribute data must be collected and supplied to MPS within the default periods.

Compliant

Attribute data shall be supplied using the online geospatial tool, where attributes are compliant.

A6-4.3 Image Data Quality

Colour images of assets shall provide a complete, in-focus and symmetrical view of the asset without obstructions.

In some circumstances it is appropriate to provide more than one image of an asset, for example, an image of the overall asset as well as an image for each defect. In these cases, the multiple images must be supplied in the .jpg format and attached to the asset using the online geospatial tool, as detailed in section A6-3 – The Data.

A6-5. Data Collection

MPS require the Contractor to collect asset data to report:

- Change in asset status,
- Asset condition, and
- Found assets (existing asset not previously recognised)

A6-5.1 Asset Status

MPS must be notified when any activity (including when an asset is disposed, modified, relocated or found) affects any Shire assets or assets that are of interest to MPS, for example, VicRoads and Melbourne Water assets. All data collection regarding existing assets is to be identified using the MPS ID_COUNTER (a unique 6 digit number identifying each asset). When data is collected for an asset that does not have an ID_COUNTER, for example, a 'found' asset, this field must be left blank. MPS will populate an ID_COUNTER when the data is processed.

Requirements of attribute data will vary depending on the type of asset and activity associated with the asset, driven by the provided workflow form. Attributes are subject to change (the Contractor will be advised of any changes).

A6-5.2 Asset Condition

MPS require the condition of an asset to be reported at a set frequency.

For details refer to section A6.8 – Asset Condition Assessment Guidelines

A6-5.3 Found Assets (Existing assets not previously recognised)

Assets not previously recognised are those assets that were constructed prior to the current financial year, and have not been included in the Shire's Asset Register. Should the Contractor 'find' such assets which they believe are the responsibility of the MPS, these shall be collected and identified as a found asset (existing asset not previously recognised). Often these assets are constructed by authorities such as VicRoads and are not reported to MPS.

A6-5.4 Images

The Contractor shall supply images of assets when the asset does not appear in the MPS Asset Catalogue. Should the suite of standard assets change over time; the Asset Catalogue will be updated to reflect these changes.

A6-6. Data Exchange

A6-6.1 Method

Data (as defined in section A6-3 – The Data) is to be exchanged electronically using the online geospatial tool. In cases where some assets cannot be collected using the online geospatial tool, their data shall be transferred to MPS using a mutually agreed format with attribute and spatial data included.

A6-6.2 Frequency

Condition monitoring data can be supplied as part of the online geospatial tool collection process.

MPS will regularly process the collected data for validity and commit that data to the Asset Register. Updated baseline data will be viewable on the online geospatial tools.

A6-6.3 Summary Overview

File Format	Online geospatial tool format, plus in some cases, a mutually agreed format with attribute and spatial data included.
Files to be exchanged	All asset attribute, spatial and image data will be supplied via the online geospatial tool. In cases where some assets cannot be collected using the geospatial tool, their data shall be transferred to MPS using a mutually agreed format with attribute and spatial data included.
Frequency of data exchange	MPS will regularly supply the Contractor with updated datasets via the online geospatial tool. The Contractor shall supply MPS with their updated data as required by the reporting timelines.
Key MPS Contacts	Asset Management Team, GIS Team, Contract Coordinator.
Support and Equipment for data collection	Contractor to supply adequate data collection hardware and online geospatial tool software licences. Only initial support from MPS will be provided to enable training in the use of the online geospatial tool. All ongoing IT issues should be fully supported by the Contractor's IT department.
Baseline Data (General) supplied by MPS (At the commencement of the Contract)	<ul style="list-style-type: none"> • Property • Shire Body, including Ward Boundaries • Melways Reference Cells • Roads • Road Blocks • Townships • Aerial Photos of Shire • Other relevant data as requested from the Contractor.
Baseline Data (Assets) supplied by MPS (At the commencement of the Contract)	Online Geospatial Tool: To contain all assets and relevant attribute datasets that are of responsibility and interest to MPS.
Asset Data (the data to be exchanged)	Asset Data represented in the Online Geospatial Tool, categorised by feature geometry Points Polylines Polygons
Unique Asset Identification Number (ID_COUNTER)	MPS require the Contractor to use the unique identifier (known as an ID_COUNTER) to uniquely identify each asset. When reporting a 'found' asset or an asset without an ID_COUNTER, the Contractor shall leave the ID_COUNTER field blank.
Images	Where images are required the Contractor must provide: digital images conforming to the details specified in section – A6-3, The data.

A6-7. Asset Notification (For New Assets)

The Contractor will be advised of any new assets by MPS in accordance with the Shire's Infrastructure Asset Notification Procedure, when they have been created by others e.g. a new subdivision, capital works project.

A6-8. Asset Condition Assessment Guidelines

A6-8.1 Purpose

To assist Contractors to assess the condition of infrastructure assets in an efficient and consistent manner.

A6-8.2 Background

Asset condition is a measure of an asset's physical integrity.

Information on asset condition underpins effective, proactive Asset Management programs by enabling prediction of maintenance, rehabilitation and renewal requirements.

Asset condition is also critical to the management of asset risk, because it is linked to the likelihood that an asset will physically fail.

The development and continued use of condition assessment data will allow preparation of verifiable predictive degradation curves for particular asset types. Condition degradation curves allow prediction of future condition and remaining asset lives, which are used for renewal forecasting.

Competent staff experienced in managing assets will assign condition ratings (grades) to assets, generally involving visual assessment procedures in the field.

A6-8.3 Condition Assessments

Condition assessments are technical inspections carried out by competent assessors with appropriate expertise to evaluate the physical state of assets. Understanding asset condition is important because condition may affect asset performance. Asset performance is the ability to provide the required level of service to customers.

A6-8.4 Condition Assessment Manuals

Within 3 months of the commencement of the contract, a detailed Condition Assessment Manual is to be developed in conjunction with staff from the Shire's Infrastructure Maintenance and Asset Management Teams.

The Condition Assessment Manual shall be developed to ensure efficiency and consistency of data collection.

The Manual is to include a detailed Condition Rating Guide.

The process requires information to describe the condition of an asset, based on Rating Factors and their relative Severity and Extent.

Tables are to be prepared that describe the Rating Factors that may be present in the asset being inspected.

Examples of Rating Factors could be:

- Decay
- Corrosion
- Cracking
- Movement

A Rating Factor may occur at various levels of Severity, defined as Low, Medium or High. Severity is best described as the level of deterioration for a particular Rating Factor. Photographic examples may assist with defining the Severity level of the Rating Factors.

Extent categorises how much of the asset is affected by the Rating Factor.

A Severity and Extent matrix is then utilised to calculate a Condition Rating.

A6-8.5 Condition Rating

Assets shall be assigned a condition rating ranging from 0 (new asset) through to 10 (unusable asset). The rating scale is derived from the generic asset condition description used by the Moloney Asset Management System, shown below.

Condition Rating	General Description
0	A new asset or an asset recently rehabilitated back to new condition.
1	A near new asset with no visible signs of deterioration often moved to condition 1 based upon time since construction rather than observed condition decline.
2	An asset in excellent overall condition. There would only be very slight condition decline but it would be obvious that the asset was no longer in new condition.
3	An asset in very good overall condition with some early signs of deterioration evident, but the deterioration still minor in nature and no causing serviceability problems.
4	An asset in good overall condition deterioration in condition would be quite obvious. Asset serviceability would be impaired very slightly.
5	An asset in fair overall condition deterioration in condition would be obvious and there would be some serviceability loss.
6	An asset in fair to poor overall condition. The condition deterioration would be quite obvious. Asset serviceability would now be affected and maintenance costs would be rising.
7	An asset in poor overall condition deterioration would be quite severe and would be starting to limit the serviceability of the asset. Maintenance cost would be high.
8	An asset in very poor overall condition with serviceability now being heavily impacted upon the poor condition. Maintenance costs would be very high and the asset would be at a point where it needed to be rehabilitated.
9	An asset in extremely poor condition with severe serviceability problems and needed rehabilitation immediately. Could also be a risk to remain in service.
10	An asset that has failed is no longer serviceable and should not remain in service. There would be an extreme risk in leaving the asset in service.

While easy to understand, the condition rating descriptions featured in the table above are too general to be applied to individual asset types.

The generic asset descriptions are to be further developed to provide Condition Ratings relevant to each particular asset type.

A6-8.6 Assessment Process

During an assessment, the inspector is required to look for evidence of deterioration (known as Rating Factors) and their extent in the physical structure of the asset. Combining the severity and extent of the most severe Rating Factor visible on the asset will determine the asset's condition rating (from 0 through to 10).

The steps are as follows:

- Identify the relevant Rating Factors.
- Determine the applicable Levels of Severity for each Rating Factor.
- Determine the extent of the most severe Rating Factor
- Calculate Condition Rating.

A6-8.7 Frequency of Condition Assessments

MPS requires the condition of an asset to be reported at a set frequency, dependent on asset type. In general, the condition of an asset is to be reported to MPS once every 10% of its useful life (however there are some exceptions).

Maximum frequency of condition Inspections: 1 Year.

Minimum frequency of condition Inspections: 5 Years.

A6-9. Penalties For Non-Compliance

- Data will not be uploaded into MPS databases if in error or on hold;
- Data will be returned to the Contractor for correction. The Contractor will receive an email detailing individual Assets that are in error for the Contractor or the Contractor's Inspector to rectify. Errors will be easily identified by unique key.
- Assets not reported cannot be added to growth;
- Other penalties for non-compliance as the Contract allows.

A6-10. Continuous Improvement

MPS recognise that development in the fields of mobile technology, cloud infrastructure and system applications in an evolving field, where equipment specifications and methodology for data collection and exchange are continually changing.

MPS will encourage utilising new technologies provided there is no compromise to the spatial, attribute and image data quality or integrity.

At the time of production of these specifications, MPS is exploring the option of implementing a cloud-based environment that would provide an interoperable and scalable system to support the Shire's vision and objectives. Should data collection and exchange formats alter, MPS will work with the Contractor to ensure a smooth transition is achieved.

MPS reserve the right to vary the specifications and timelines in consultation with the Contractor.

A6-11. References

IPWEA, 2011, 'International Infrastructure Management Manual', Institute of Public Works Engineering Australia, Sydney, www.ipwea.org.au

Annexure 8

Ordered Work Conditions

Cleansing & Drainage Cleaning Services
Contract No. 2328



MORNINGTON
PENINSULA
Shire

Annexure 8 – Ordered Work Conditions

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Annexure 8 – Ordered Work Conditions

A8-1 Status of this Annexure

The conditions set out in this Annexure (together with all applicable terms of the Cleansing & Drainage Cleaning Contract) are incorporated in and apply to every Work Order issued in accordance with the Cleansing & Drainage Cleaning Contract. In the event of any inconsistency between these conditions and the terms of the Cleansing & Drainage Cleaning Contract, these conditions prevail.

A8-2 Definitions

Unless the context requires otherwise:

- .1 terms defined in the Cleansing & Drainage Cleaning Contract have the same meanings when used in these conditions or in any Work Order Document; and

- .2 the following defined terms apply in these conditions:

Date for Completion means, with respect to any Ordered Work, the Date or Dates for Completion identified in the Work Order Documents, as extended from time to time in accordance with clause A8-11 (Extensions of time).

Project Works means Ordered Work involving the performance of a single capital works project at a single location (usually for the creation of a New Asset or for the reconstruction of an existing Asset).

Cleansing & Drainage Cleaning Contract means the contract between the Shire and the Contractor so titled and dated 1 April 2013.

Site means the site or sites to be handed over by the Shire to the Contractor for the performance of the Ordered Work.

Work Order Period means, with respect to any Ordered Work, the period identified in the Work Order Documents as the Work Order Period, as extended from time to time in accordance with clause A8-11 (Extensions of time).

A8-3 Mutual obligations

The mutual obligations of the parties under each Work Order are as follows:

- .1 the Contractor is to carry out and Complete the Ordered Work in accordance with the Work Order Documents,
- .2 the Shire is to provide access to the site of the Ordered Work and not to do anything to prevent or hinder the Contractor in the proper performance of the Ordered Work,
- .3 both parties are to give the highest priority to safety, and

- .4 both parties are to work together to ensure that, as regards matters within their respective control, all Ordered Work is carried out and Completed within the price agreed and set out in the Work Order.

A8-4 Representation

- A8-4.1 Each party must appoint a competent person to represent it in relation to the Ordered Work. The initial representatives of the parties and their contact details should be notified in the Work Order Documents but if they are not, each party must promptly provide notice to the other party of the name and contact details of its nominated representative.
- A8-4.2 Any change to the identity or contact details of a representative must be notified promptly to the Superintendent (in the case of a change to the Contractor's representative) and to the Contract Manager (in the case of a change to the Shire's representative).
- A8-4.3 The Shire's representative appointed under this clause may exercise any powers conferred on the Superintendent by these conditions or the Cleansing & Drainage Cleaning Contract with respect to the Ordered Work.

A8-5 Commencement & progress

- A8-5.1 The Contractor is to commence the Ordered Work within the period or on the date, if any, specified in the Work Order, unless otherwise agreed.
- A8-5.2 The Contractor is to:
- .1 carry out the Ordered Work in a timely and expeditious manner, and
 - .2 where the Work Order specifies a Date or Dates for Completion, Complete the Ordered Work by those dates, and
 - .3 where the Work Order specifies a Work Order Period, Complete the whole of the Ordered Work within the Work Order Period.
- A8-5.3 Both parties are responsible for early notification of events or circumstances likely to delay the progress of the Ordered Work.

A8-6 Care of Project Works

- A8-6.1 The Contractor is solely responsible for loss or damage to any Project Works (and all plant, materials, equipment and things necessary for carrying out the Project Works, including things provided by the Shire for the purposes of the Project Works) from the time of commencement of the Project Works to the Date of Completion.
- A8-6.2 After the Date of Completion of any Project Works, the Contractor remains responsible for loss or damage connected with the Project Works but only to the extent arising out of performing variations, making good defects, and removing materials from the Site.

- A8-6.3 The Contractor's liability under clauses A8-6.1 and A8-6.2 is reduced to the extent that that an Excepted Risk contributes to the loss or damage.

A8-7 Managing Ordered Work

- A8-7.1 Subject to the terms of the Work Order, the Contractor must establish and maintain all systems, plans and procedures required to manage, meet and control all obligations imposed on it by Law with respect to the Ordered Work.
- A8-7.2 The Contractor must manage the quality and performance of its obligations under or in relation to the Work Order. This includes doing all testing and other things necessary to demonstrate conformance with its systems, plans and procedures.
- A8-7.3 The Contractor must retain records produced in carrying out the Ordered Work and in complying with its systems and make them available to the Shire in accordance with the terms of the Work Order Documents.
- A8-7.4 The Superintendent may do any one or more of the following in relation to any Ordered Work:
- .1 Conduct audits, surveillance and testing to verify that the Contractor's management systems and plans are effective.
 - .2 Test materials or other components or parts of the Ordered Work (even if the Contractor is also doing the same tests).
 - .3 Direct the Contractor not to cover up any work or make it inaccessible without prior approval.
 - .4 Nominate any point in a work process as a Witness Point or Hold Point.
 - .5 As part of an audit, direct the Contractor to open up or pull down any completed work and to reinstate it later.
- A8-7.5 The Shire must reimburse the Contractor for all costs the Contractor reasonably incurs in pulling down or opening up and then reinstating any completed work for the purposes of an audit unless:
- .1 the audit shows that the audited work was not carried out in compliance with the Work Order Documents, or
 - .2 the work was covered up in breach of a Hold Point or Witness Point or a direction given under clause A8-7.4.3 or another provision of the Work Order Documents.
- A8-7.6 Management systems & plans are a tool to demonstrate compliance with the Work Order Documents and as applicable the requirements of good practice and Law. They do not in any way limit a party's obligations under or in relation to the Work Order.

A8-8 Directions

The Contractor must comply with directions of the Superintendent in carrying out its obligations under and in relation to the Work Order.

A8-9 Variations

A8-9.1 The Superintendent may direct the Contractor to carry out a variation with respect to any Ordered Work. A variation directed under this clause may involve the performance of additional work or an increase, decrease, change to the quality or manner of performance or an omission of any part of the Ordered Work.

A8-9.2 The Contractor must comply with a variation direction issued under this clause A8-9 (Variations).

A8-9.3 All variations to Ordered Work will be valued in accordance with the provisions of the Cleansing & Drainage Cleaning Contract applicable to Variations directed by the Superintendent.

A8-10 Not Used**A8-11 Extensions of time**

A8-11.1 The Contractor is entitled to claim an extension of time to any Date or Dates for Completion or to any Work Order Period if:

- .1 the Contractor is delayed in meeting the Date for Completion or is unable to Complete the Ordered Work within the Work Order Period because of an Excusing Event,
- .2 the delay starts before the Date for Completion or before the expiry of the Work Order Period (as the case may be),
- .3 notice of the delay (or delaying event) has been given to the Shire's Representative in a timely manner after the event and its likely effects are known,
- .4 the Contractor has taken reasonably available steps to minimise the duration and effects of the delay,
- .5 the Contractor has made a written submission to the Shire's Representative setting out details of the delay, its causes and the amount of extra time claimed, and
- .6 the Superintendent considers that an extension of time is justified.

A8-11.2 The approval and duration of any extension of time must be notified to the Contractor by the Superintendent.

A8-11.3 Extensions of time for Ordered Work may extend a Date for Completion or a Work Order Period beyond the end of the Contract Term.

- A8-11.4 The Superintendent may also grant an extension of time at any time and for any reason.
- A8-11.5 The parties acknowledge that timely identification of disruptive or delaying events is beneficial to both parties and consistent with the objectives of the Contract. Both parties agree to keep the Service Management Team informed of things that may delay or disrupt the progress of any of the Services.

A8-12 Costs of delays

- A8-12.1 Subject to this clause A8-12 (Costs of delays), the Contractor may claim compensation for the direct cost impacts of any delay to Ordered Work caused solely by a direction or a breach of contract or negligent or wrongful act or omission on the part of the Shire or an Agent of the Shire. The Contractor must endeavour to keep any such cost impacts to a minimum.
- A8-12.2 The Contractor is not entitled to claim or receive any compensation under clause A8-13.1 if and to the extent that the delay arose out of or as a result of a direction or any other action considered by the Shire or the Shire's Agent to be necessary or desirable due to an act, omission, default or unauthorised conduct by the Contractor or any of its Agents.
- A8-12.3 To be eligible to claim compensation under clause A8-13.1, the Contractor must:
- .1 be entitled to claim and be granted an extension of time under clause A8-11 (Extensions of time), and
 - .2 submit full details of its costs claim to the Superintendent within 5 Business Days of the date of notification of the extension of time under clause A8-11 (Extensions of time), and
 - .3 be able to demonstrate to the reasonable satisfaction of the Superintendent that the costs claimed were incurred as a direct and sole result of the direction or breach of contract or other action by the Shire or an Agent of the Shire and were not due in any respect to a failure by the Contractor to comply with the Contract or to manage its affairs so as to minimise the impact of any delay.
- A8-12.4 Clause A8-13.1 is the Contractor's sole and entire entitlement to compensation for the cost impacts of any delay to Ordered Work.

A8-13 Completion obligations

- A8-13.1 On Completion of the Ordered Work, the Contractor must provide to the Superintendent:
- .1 "as constructed" drawings and bills of quantities in respect of New Assets created as part of the Ordered Work (Project Works only) (to be provided in digital format);

- .2 all materials, documentation and things produced as part of the Ordered Work and not required to be retained by the Contractor for the performance of the Services; and
- .3 all items and things provided by the Shire to the Contractor for the purposes of carrying out the Ordered Work (other than items and things used up in the process of carrying out the Ordered Work or required to be retained by the Contractor for the performance of the Services).

A8-13.2 On Completion, the Shire's representative must issue a certificate of Completion in, or substantially in the form set out in schedule A8-1 (Form of Completion Certificate).

A8-14 Schedule A8-1 – Form of Completion Certificate

Form of completion certificate

[Shire letterhead]

[Date]

[Contractor name]

CLEANSING & DRAINAGE CLEANING CONTRACT - ORDER No. XXXXXX
WORK ORDER FOR [WORK DESCRIPTION]

I hereby certify that the above Ordered Work is Complete.

The following details are confirmed:

- 1 The Date of Completion was [xxx].
- 2 The final cost of the Ordered Work (including variations) was [xxx].
- 3 The Defects Liability Period is [xxx] commencing on the Date of Completion.

Yours sincerely,
[for the Superintendent]

Annexure 9

Asset Description

Cleansing & Drainage Cleaning Services
Contract No. 2328



MORNINGTON
PENINSULA
Shire



Cleansing Activities Annexure 9 Summary Data

Asset Data as of 1 June 2018

Activity	Category	Asset Count	Size
A4-05 Barbeque Cleaning and Maintenance	Facilities	80	
A4-05 Barbeque Cleaning and Maintenance	Plates per BBQ- 1	9	
A4-05 Barbeque Cleaning and Maintenance	Plates per BBQ- 2	57	
A4-05 Barbeque Cleaning and Maintenance	Plates per BBQ- Unknown	14	
A4-05 Barbeque Cleaning and Maintenance	TYPE - Electric	80	
A4-06 Beach Cleaning	Beaches	34	31,388 Km
A4-07 Street Sweeping Carparks in High Profile Precinct Summary	Precinct Rating- 1	6	79860 Sqm
A4-07 Street Sweeping Carparks in High Profile Precinct Summary	Precinct Rating- 2	13	71539 Sqm
A4-07 Street Sweeping Carparks Non Precinct	Non Precinct	1	146695 Sqm
A4-07 Street Sweeping High Profile Precinct Kerb Length Summary	Precinct Rating- 1	0	18.04 Km
A4-07 Street Sweeping High Profile Precinct Kerb Length Summary	Precinct Rating- 2	0	9.61 Km
A4-07 Street Sweeping High Profile Precinct Kerb Length Summary	Precinct Rating- 3	0	2.71 Km
A4-07 Street Sweeping Industrial Zone Kerb Length Summary		0	18.45 Km
A4-07 Street Sweeping Kerb Length Detail Residential Summary		0	1854.04 Km
A4-07 Street Sweeping Nominated Roads	Bike Lane/Sealed Shoulder Summary	0	112.6 Km
A4-07 Street Sweeping Nominated Roads	VicRoads Road Summary	0	43.55 Km
A4-08 Sanitary Cleaning Facility Location	Toilet Facilities Non Precinct	81	
A4-08 Sanitary Cleaning Facility Location	Toilet Facilities Precinct Rating- 1	8	
A4-08 Sanitary Cleaning Facility Location	Toilet Facilities Precinct Rating- 2	18	
A4-08 Sanitary Cleaning Facility Summary	Baby Changing Station	26	
A4-08 Sanitary Cleaning Facility Summary	Napkin Bins	25	
A4-08 Sanitary Cleaning Facility Summary	Paper Towel Dispenser	66	
A4-08 Sanitary Cleaning Facility Summary	Sanitary Bin	401	
A4-08 Sanitary Cleaning Facility Summary	Sharps Container	266	
A4-08 Sanitary Cleaning Facility Summary	Soap Dispenser	77	
A4-08 Sanitary Cleaning Facility Summary	Toilet - S/S Urinal	84	
A4-08 Sanitary Cleaning Facility Summary	Toilet Bowl & Cistern	612	
A4-08 Sanitary Cleaning Facility Summary	Toilet Paper Holder	581	
A4-08 Sanitary Fish Cleaning	Facilities	2	
A4-14 Footpath Sweeping and Cleaning	Precinct Rating- 1 to 3	0	54,480 Sq m

Activity	Category	Asset Count	Size
A4-14 Footpath Deep Cleaning	Precinct Rating- 1 to 3	0	54,480 Sq m
A4-15 Foreshore Camping Sanitary Cleaning	Toilet Facilities	27	
A4-17 Maintenance of Gross Pollutant Traps	Category	74	
A4-18 Clear Culverts - Council	Catchment Culverts - Major	30	
A4-18 Clear Culverts - Council	Catchment Culverts - Other	802	
A4-18 Clear Culverts - Council	Catchment Culverts - Unknown	5	
A4-18 Clear Pits and Pipes	Catchment Non Easement - Pipes	0	1364 Km
A4-18 Clear Pits and Pipes	Catchment Non Easement - Pits	43295	
A4-18 Clear Pits and Pipes	Catchment Non Easement - Soak Pits	1688	
A4-18 Clear Pits and Pipes Over375mm Easement	Catchment Easement - Pipes	0	217 Km
A4-18 Clear Pits and Pipes Over375mm Easement	Catchment Easement - Pits	3176	
A4-18 Clear Pits and Pipes Over375mm Easement	Catchment Easement - Soak Pits	0	
A4-18 Drainage Catchments	Catchments	114	

A4-5 BBQ

Asset ID	Frequency: Peak Tourist (days pw)	Frequency: Tourist (days pw)	Frequency: Off Season (days pw)	Township	Address 1	Address 2
691929	2	2	2	2 BALNARRING	3035 FRANKSTON-FLINDERS ROAD BALNARRING 3926	CIVIC COURT
921765	1	1	1	1 BALNARRING BEACH	16 CAMPBELL COURT BALNARRING BEACH 3926	NULL
977973	1	1	1	1 BAXTER	34 RAILWAY ROAD BAXTER 3911	NULL
690466	2	2	2	2 BITTERN	Opposite 1 Peddle Street BITTERN VIC 3918	F'ston-Flinders Rd
689910	3	3	3	3 CAPEL SOUND	113-119 TRUEMANS ROAD CAPEL SOUND 3940	Truemans Rd
918663	2	2	2	2 CAPEL SOUND	66A ELIZABETH AVENUE CAPEL SOUND 3940	Vern Wright Reserve
690377	5	5	5	3 CRIB POINT	Opposite 206 Stony Point Road Crib Point 3919	Stony Point Rd
692679	3	3	3	3 DROMANA	359B POINT NEPEAN ROAD DROMANA 3936	Codrington St
692682	3	3	3	3 DROMANA	359B POINT NEPEAN ROAD DROMANA 3936	Codrington St
692654	2	2	2	2 DROMANA	47-49 PIER STREET DROMANA 3936	Pier St
1031068	2	2	2	2 DROMANA	191 Boundary Road DROMANA VIC 3936	NULL
691860	7	5	5	3 FLINDERS	1 OFF THE ESPLANADE FLINDERS 3929	Flinders Foreshore, The Esplanade
690987	5	5	5	3 HASTINGS	MARINE PARADE HASTINGS 3915	Babington Park
691000	5	5	5	3 HASTINGS	MARINE PARADE HASTINGS 3915	Hastings Park, Marine Pde
928396	7	5	5	3 HASTINGS	40 MARINE PARADE HASTINGS 3915	Fred Smith Reserve
993744	2	2	2	2 HASTINGS	8 Wallaroo Place HASTINGS VIC 3915	NULL
690267	2	2	2	2 MAIN RIDGE	441 MAIN CREEK ROAD MAIN RIDGE 3928	Main Creek Rd
905876	3	3	3	3 MCCRAE	ROSEBUD FORESHORE ROSEBUD 3939	Opp Bartels Street
692737	1	1	1	1 MORNINGTON	11 CHERRY BLOSSOM LANE MORNINGTON 3931	Cherry Blossom Lane
690832	1	1	1	1 MORNINGTON	15 NARAMBI ROAD MORNINGTON 3931	Narambi Rd
690872	2	2	2	2 MORNINGTON	350 DUNNS ROAD MORNINGTON 3931	Skate Park Civic Reserve, Dunns Rd
910671	1	1	1	1 MORNINGTON	5-17 CURRAWONG STREET MORNINGTON 3931	NULL
899444	2	2	2	2 MORNINGTON	80 SUMMERFIELD DRIVE MORNINGTON 3931	NULL
690851	2	2	2	2 MORNINGTON	85 MORNINGTON-TYABB ROAD MORNINGTON 3931	Dallas Brooks Reserve, M'ton-Tyabb Rd
691142	2	2	2	2 MORNINGTON	1A/ ESPLANADE MORNINGTON 3931	Mills Beach, Esplanade
898788	2	2	2	2 MORNINGTON	ESPLANADE MORNINGTON 3931	Scout Hall Beach
998378	2	2	2	2 MORNINGTON	350 Dunns Road MORNINGTON VIC 3931	NULL
690757	2	2	2	2 MOUNT ELIZA	106 TWO BAYS ROAD MOUNT ELIZA 3930	Quarry Reserve, Two Bays Rd
690808	2	2	2	2 MOUNT ELIZA	SUNNYSIDE ROAD MOUNT ELIZA 3930	Sunnyside Rd Beach
690760	2	2	2	2 MOUNT ELIZA	254 MOOROODUC HIGHWAY MOUNT ELIZA 3930	Quarry Reserve, Two Bays Rd
690724	2	2	2	2 MOUNT ELIZA	261 WOORALLA DRIVE MOUNT ELIZA 3930	Emil Madsen Reserve, Wooralla Dr
690696	2	2	2	2 MOUNT ELIZA	31 MOUNT ELIZA WAY MOUNT ELIZA 3930	Rotary Park, Mt Eliza Way
690744	2	2	2	2 MOUNT ELIZA	450 MOOROODUC HIGHWAY MOUNT ELIZA 3930	Mt Eliza Regional Park, Canadian Bay Rd
690747	2	2	2	2 MOUNT ELIZA	450 MOOROODUC HIGHWAY MOUNT ELIZA 3930	Mt Eliza Regional Park, Canadian Bay Rd
977972	2	2	2	2 MOUNT ELIZA	90-100 CANADIAN BAY ROAD MOUNT ELIZA 3930	NULL
691381	2	2	2	2 MOUNT MARTHA	MARTHA POINT MOUNT MARTHA 3934	Mt Martha Beach South
692524	7	5	5	3 MOUNT MARTHA	16 MIRANG AVENUE MOUNT MARTHA 3934	Mirang Av
692355	2	2	2	2 MOUNT MARTHA	37 SEPPELT AVENUE MOUNT MARTHA 3934	Ferrero RSV, Seppelt Ave
943047	2	2	2	2 MOUNT MARTHA	450 NEPEAN HIGHWAY MOUNT MARTHA 3934	The Briars
690213	2	2	2	2 MOUNT MARTHA	450 NEPEAN HIGHWAY MOUNT MARTHA 3934	Nepean Hwy

Asset ID	Frequency: Peak Tourist (days pw)	Frequency: Tourist (days pw)	Frequency: Off Season (days pw)	Township	Address 1	Address 2
903215	2	2	2	2 MOUNT MARTHA	57 MARTHAS RIDGE DRIVE MOUNT MARTHA 3934	NULL
928401	3	3	3	3 MOUNT MARTHA	137 DUNNS ROAD MOUNT MARTHA 3934	NULL
692563	7	5	3	3 MOUNT MARTHA	41 FOREST DRIVE MOUNT MARTHA 3934	Mt Martha Park, Forest Dr
692575	7	5	3	3 MOUNT MARTHA	41 FOREST DRIVE MOUNT MARTHA 3934	Mt Martha Park, Forest Dr
1046764	1	1	1	1 PORTSEA	33 Blair Road PORTSEA VIC 3944	Watsons Pavilion
691694	4	4	3	3 RED HILL	184 ARTHURS SEAT ROAD RED HILL 3937	Arthurs Seat Rd
691698	4	4	3	3 RED HILL	184 ARTHURS SEAT ROAD RED HILL 3937	Arthurs Seat Rd
775176	1	1	1	1 ROSEBUD	25 LEON AVENUE ROSEBUD 3939	Leon Ave
860490	7	5	3	3 ROSEBUD	ROSEBUD FORESHORE ROSEBUD 3939	Rosebud Foreshore near playground
860488	3	3	3	3 ROSEBUD	ROSEBUD FORESHORE ROSEBUD 3939	Between Rosebud Foreshore Office & First Ave
689829	2	2	2	2 RYE	20 MELBOURNE ROAD RYE 3941	RJ Rowley Reserve, Melbourne Rd
691583	3	3	3	3 RYE	OFF POINT NEPEAN ROAD RYE 3941	Opp. Government RD
928398	1	1	1	1 SOMERS	68 CAMP HILL ROAD SOMERS 3927	NULL
928397	1	1	1	1 SOMERS	99 ALEXANDRA AVENUE SOMERS 3927	NULL
1028055	2	2	2	2 Somerville	328 Jones Road SOMERVILLE VIC 3912	Next to Pavilion
690562	7	5	3	3 SOMERVILLE	328 JONES ROAD SOMERVILLE 3912	Fruitgrowers Reserve, Jones Rd
775175	2	2	2	2 SORRENTO	2 LADY NELSON DRIVE SORRENTO 3943	Lady Nelson Dr
898789	3	3	3	3 SORRENTO	3154 POINT NEPEAN ROAD SORRENTO 3943	NULL
928400	5	5	3	3 SORRENTO	1 HOTHAM ROAD SORRENTO 3943	NULL
717362	2	2	2	2 SORRENTO	880 MELBOURNE ROAD SORRENTO 3943	Hotham Rd
691726	3	3	3	3 SORRENTO	3154 POINT NEPEAN ROAD SORRENTO 3943	Sorrento Park, Pt Nepean Rd
690073	3	3	3	3 SORRENTO	3154 POINT NEPEAN ROAD SORRENTO 3943	Pt Nepean Rd
928399	1	1	1	1 ST ANDREWS BEACH	99 BASS MEADOWS BOULEVARD ST ANDREWS BEACH 3941	NULL
808387	4	4	3	3 TYABB	1475A FRANKSTON-FLINDERS ROAD TYABB 3913	Bunguyan RSV, Frankston-Flinders Rd
1046765	2	2	2	2 Tyabb	1580 Frankston-Flinders Road TYABB VIC 3913	Under shelter next to playground

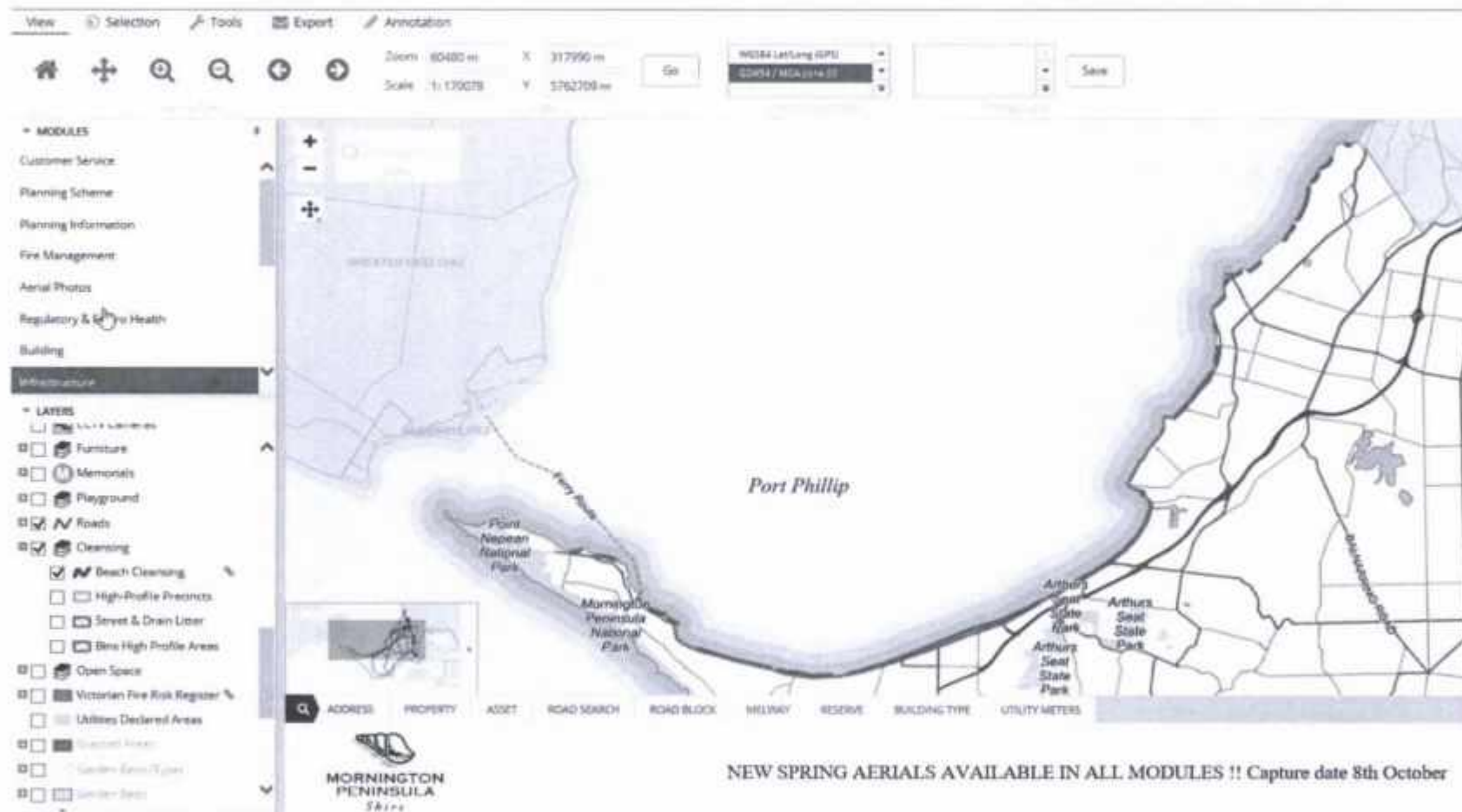
NOTE: Any assets serviced 4 times per week or more must include Saturday or Sunday

Refer to 'High-Profile Precinct Service Levels' for the cleansing frequency for BBQs within High-Profile Precincts.

A4-6 Beach

Refer to Annexure 4 for frequencies

Refer to IntraMaps for locations



A4-7 Sweeping

Type	Frequency
Sealed carparks	Weekly
A Road	2 weekly
B Road	4 weekly
C Road	6 weekly
Nominated bike lanes/sealed shoulders	4 weekly
Residential	6 weekly
Industrial	6 weekly
Nominated VicRoads roads	3 monthly

Refer to 'High-Profile Precinct Service Levels' for the sweeping frequency within High-Profile Precincts.

A4-8 Sanitary

Asset ID	Frequency: Tourist season (days pw)	Frequency: Off season (days pw)	Township	Address	Building	Building Number
682410	4		4 BALNARRING	Frankston/Flinders Road Balnarring	Hanns Creek Reserve Toilet Block	T301
1039854	7		4 BALNARRING	3021 Frankston Flinders Road	Civic Court Reserve Toilet Block Balnarring	T1221
682385	7		4 BALNARRING BEACH	1A Foreshore Road Balnarring Beach	Balnarring Beach Foreshore Toilet Block	T302
682401	7		4 BITTERN	38 Cresswell Bittern	Graham Myers Reserve Toilet Block	T335
682404	7		4 BITTERN	2424 Frankston/Flinders Road Bittern	Bittern Public Hall Toilet Block	T323
728162	4		4 BLAIRGOWRIE	Stringer Road Reserve Blairgowrie	Stringer Road Reserve Public Toilet	T2
682149	7		4 BONEO	572 Boneo Rd Boneo	Boneo Recreation Reserve Toilet Block	T97
682428	4		4 CRIB POINT	31 Governors Road Crib Point	Crib Point Recreation Reserve Toilet	T328
800264	4		4 CRIB POINT	Stony Point Road	Crib Point Railway Reserve Toilet Block	T325
682572	7		7 DROMANA	359B Point Nepean Road Dromana	Dromana Tourist Information Centre Toilet Block	T600
682581	7		4 DROMANA	47-49 Pier Street Dromana	Eric Oakes Pavilion Club Rooms	T953
1027415	3		3 DROMANA	191 Boundary Road	Hillview Community Reserve Public Toilet	T1190
682063	7		4 FLINDERS	Flinders Foreshore Flinders	Flinders Foreshore Toilet Block	T59
682111	4		4 FLINDERS	26 Barker Street Flinders	Flinders Recreation Reserve Toilet Block	T68
682503	4		4 HASTINGS	159 MARINE PARADE	Hastings Park toilet Block	T358
682230	4		4 MAIN RIDGE	441 Main Ridge Road Main Ridge	Main Ridge Reserve Toilet Block	T71
800266	2		2 MAIN RIDGE	Baldry's Road Main Ridge	Nepean Equestrian Centre Toilet Block	T76
816638	7		7 MCCRAE	Opposite 625 Point Nepean Road McCrae	McCrae Foreshore Amenities Block 1	T581
682411	7		4 MERRICKS	3450 Frankston-Flinders Road Merricks	Merricks Station Ground Reserve Toilet Block	T321
682439	4		4 MOOROODUC	Derril Road Moorooduc	Moorooduc Recreation Reserve Toilet Block	T374
682249	7		4 MORNINGTON	Esplanade Mornington	Shire Hall Beach Toilet Block	T173
682251	7		4 MORNINGTON	Esplanade Mornington	Mills Beach Toilet Block South	T174
682252	7		4 MORNINGTON	Esplanade Mornington	Fishermans Beach Toilet Block South	T177
682254	7		4 MORNINGTON	790 Esplanade Mornington	Fishermans Beach Toilet Block North	T178
682270	3		3 MORNINGTON	15 Narambi Road Mornington	Narambi Reserve Pavilion Toilet Block	T206
682279	4		4 MORNINGTON	85 Mornington-Tyabb Road Mornington	Dallas Brooks Reserve Soccer Pavilion	T210
682295	7		7 MORNINGTON	275 Main Street Mornington	Alexandra Park Toilet Block	T219
682308	7		4 MORNINGTON	350 Dunns Road Mornington	Civic Reserve Toilet Block	T238
904702	4		4 MORNINGTON	80 Summerfield Drive - Honour Place	Summerfields Wetlands Toilets	T717
942949	4		4 MORNINGTON	85 Mornington Tyabb Road	Beleura Junior Football Club Pavilion	T758
1033908	7		7 MORNINGTON	Schnapper Point Drive	Schnapper Point Toilet Block	T1210
682324	7		4 MOUNT ELIZA	Moondah Beach Mount Eliza	Moondah Beach Toilet Block	T252
682560	7		4 MOUNT ELIZA	1A Canadian Bay Rd Mount Eliza	Canadian Bay Reserve Toilet Block	T425
682561	7		7 MOUNT ELIZA	90 -100 Canadian Bay Rd Mount Eliza	Mount Eliza Reserve Toilet Block	T240
682644	7		4 MOUNT ELIZA	261 Wooralla Dv(Emil Madsen) Mount Eliza	Emil Madsen Reserve Football Pavilion	T253
682645	7		4 MOUNT ELIZA	261 Wooralla Dv(Emil Madsen) Mount Eliza	Emil Madsen Reserve Toilet Block	T255
800188	7		4 MOUNT ELIZA	106 Two Bays Road Mt Eliza	Moorooduc Quarry Reserve Toilet Block	T427
800272	7		4 MOUNT ELIZA	Rosserdale Crescent Mt Eliza	Ranelagh Beach Foreshore Toilet Block	T256
895528	7		4 MOUNT ELIZA	Mount Eliza Regional Park	Mount Eliza Regional Park Toilet Block	T489
895530	7		4 MOUNT ELIZA	Mount Eliza Regional Park	Mount Eliza Regional Park Toilet Block Compost	T439
1039852	7		7 MOUNT ELIZA	NULL	Sunnyside Beach Toilet Block	T1219
682325	7		4 MOUNT MARTHA	41 Forest Drive Mount Martha	Mount Martha Park Toilet Block	T257
682340	7		4 MOUNT MARTHA	400A Esplanade Mount Martha	Mount Martha South Beach Toilet Block	T259
682341	7		4 MOUNT MARTHA	Esplanade Mount Martha	Mount Martha North Beach Toilet Block	T274
682344	4		4 MOUNT MARTHA	Seppelt Avenue Mount Martha	Ferrero Reserve Pavilion 37 Seppelt Ave	T277
682347	7		4 MOUNT MARTHA	16 Mirang Avenue Mount Martha	Balcombe Estuary Reserve Toilet Block	T444

Asset ID	Frequency: Tourist season (days pw)	Frequency: Off season (days pw)	Township	Address	Building	Building Number
682372	4		4 MOUNT MARTHA	Helena Street Mt Martha	Citation Reserve Toilet Block	T286
682373	4		4 MOUNT MARTHA	Watson Road Mount Martha	Watons Road Shelter	T281
879029	4		4 MOUNT MARTHA	18 TAL TALS CRESCENT	Mace Oval Toilet Block	T716
920090	7		4 MOUNT MARTHA	137 Dunns Road	Dunns Road Reserve Toilet Block	T762
682088	7		4 PORTSEA	33 Blair Road Portsea	Percy Cerutti Reserve Toilet Block	T110
682593	4		4 RED HILL	184 Arthurs Seat Road Red Hill	Red Hill Recreation Reserve Toilet block	T85
682595	4		4 RED HILL	184 Arthurs Seat Road Red Hill	Cattle Pavilion Disabled Toilets	T453
682639	4		4 ROSEBUD	193 Eastbourne Road Rosebud	Olympic Park Toilet Block	T153
816627	7		7 ROSEBUD	Opposite 1095 Point Nepean Road Rosebud	Rosebud Bowling Club Toilet Block	T570
816631	0		7 ROSEBUD	Opposite 775 Point Nepean Road Rosebud	Section 6A Amenities Block	T574
682632	7		7 ROSEBUD WEST	113 Truemans Road Rosebud West	Truemans Road Recreational Reserve Toilet Block	T141
816609	0		7 ROSEBUD WEST	Opposite 1557 Point Nepean Road Rosebud	Section 14C Amenities Block	T560
1039853	4		4 ROSEBUD WEST	66A Elizabeth Avenue	Vern Wright Reserve Toilet Block	T1220
728282	7		4 RYE	22-59 Melbourne Road Rye	R.J. Rowley Reserve Northern Toilet Block	T124
728285	7		4 RYE	22-59 Melbourne Road Rye	R.J. Rowley Reserve Southern Toilet Block	T122
889694	7		4 RYE	Foreshore opp Weeroona St	Windsurfers Toilet block	T718
682152	7		4 SAFETY BEACH	185 Marine Drive Safety Beach	Safety Beach Sailing Club & Community Centre	T719
682227	7		4 SAFETY BEACH	Safety Beach Foreshore - Opp. Tonkin St	Safety Beach Foreshore Toilet Block 2	T90
682229	7		4 SAFETY BEACH	Safety Beach Foreshore - Opp. Prescott Av	Safety Beach Foreshore Toilet Block 1	T91
682100	4		3 SHOREHAM	67 Byrnes Rd Shoreham	Shoreham Public Hall Toilet Block	T94
682392	4		4 SOMERS	68 Camp Hill Road Somers	RW Stone Reserve Toilet Block	T314
800178	4		3 SOMERS	2 Garden Square Somers	Garden Square Reserve Toilet	T320
682534	4		4 SOMERVILLE	307 Jones Road Somerville	Somerville Recreation Reserve North Toilet Block	T396
682535	4		4 SOMERVILLE	307 Jones Road Somerville	Somerville Recreation Reserve South Toilet Block	T397
682555	4		4 SOMERVILLE	27 Sullivan Drive Somerville	Barber Reserve Public Toilets	T422
800180	7		4 SOMERVILLE	Frankston-Flinders Road Somerville	Somerville Railway Reserve Toilet Block	T388
682146	7		7 SORRENTO	185 Ocean Beach Road Sorrento	Sorrento Sunken Garden Toilet Block	T542
682570	7		4 SORRENTO	3278 Point Nepean Rd Sorrento	Sorrento Park Toilet Block	T21
682576	4		4 SORRENTO	2 Lady Nelson Drive Sorrento	Settlers Cove Reserve Toilet Block	T557
728174	7		4 SORRENTO	35 Hotham Road Sorrento	David McFarlan Reserve Toilet Block	T28
728214	7		4 SORRENTO	Point Nepean Road Sorrento	Sorrento Foreshore Toilet Block 2	T38
728217	0		7 SORRENTO	Point Nepean Road Sorrento	Sorrento Foreshore Ranger's Office Toilet Block	T32
728223	7		4 SORRENTO	Point Nepean Road Sorrento	St Pauls Road Toilets	T35
728277	7		4 TOOTGAROOK	18 Burdett Street Tootgarook	Quinns Park Reserve Toilet Block	T131
682482	4		4 TUERONG	111 Graydens Road Tuerong	R.M. Hooper Reserve Toilet Block	T377
682447	4		4 TYABB	1475 Frankston/Flinders Road Tyabb	Bunguan Reserve Toilet Block	T409
682469	4		4 TYABB	1580 Frankston/Flinders Road Tyabb	Tyabb Central Reserve Toilet Block	T403

NOTE: Any assets serviced 4 times per week or more must include Saturday or Sunday

Refer to 'High-Profile Precinct Service Levels' for the cleansing frequency for public toilets within High-Profile Precincts.

A4-9 Litter

Refer to Annexure 4 for frequencies.

Refer to 'High-Profile Precinct Service Levels' for the litter collection frequency within High-Profile Precincts.

A4-10 High-Vis

High Vis / Street Presence - Labour No's 1 Nov - 30 April (excluding Peak Season 20 Dec to 31 Jan)

		2018 / 19 Season					Comments
Category Area	Townships	Days per Week	Hours Per Day	Hours per week	No. Weeks	Total Hours	
1	Dromana	7	8	56	20	1120	
1	Hastings	7	8	56	20	1120	
1	Mornington	7	8	56	20	1120	
1	Rosebud	7	8	56	20	1120	
1	Rye	7	8	56	20	1120	
1	Sorrento	7	8	56	20	1120	
2	Baxter	7	1	7	20	140	
2	Blairgowrie	7	1	7	20	140	
2	Capel Sound	7	1	7	20	140	
2	Flinders	7	2	14	20	280	
2	Hastings Foreshore	7	0	0	20	0	covered by Hastings resource
2	McCrae	7	1	7	20	140	
2	Mornington Foreshore	7	0	0	20	0	covered by Mornington resource
2	Mount Eliza	7	4	28	20	560	
2	Mount Martha	7	3	21	20	420	
2	Portsea	7	2	14	20	280	
2	Rosebud Foreshore	7	0	0	20	0	covered by Rosebud resource
2	Rye Foreshore	7	0	0	20	0	covered by Rye resource
2	Safety Beach	7	1	7	20	140	
2	Somerville	7	4	28	20	560	
2	Sorrento Foreshore	7	0	0	20	0	covered by Sorrento resource
2	Tyabb	7	1	7	20	140	
Total			69	483		9660	

High Vis / Street Presence - Labour No's Peak Season 20 Dec to 31 Jan

		2018 / 19 Season					Comments
Category	Townships	Days per Week	Hours Per Day	Hours per week	No. Weeks	Total Hours	
1	Dromana	7	16	112	6	672	
1	Hastings	7	16	112	6	672	
1	Mornington	7	16	112	6	672	
1	Rosebud	7	16	112	6	672	
1	Rye	7	16	112	6	672	
1	Sorrento	7	16	112	6	672	
2	Baxter	7	1	7	6	42	
2	Blairstown	7	1.5	10.5	6	63	
2	Capel Sound	7	1.5	10.5	6	63	
2	Flinders	7	2	14	6	84	
2	Hastings Foreshore	7	0	0	6	0	covered by Hastings resource
2	McCrae	7	1	7	6	42	
2	Mornington Foreshore	7	0	0	6	0	covered by Mornington resource
2	Mount Eliza	7	4	28	6	168	
2	Mount Martha	7	3.5	24.5	6	147	
2	Portsea	7	2	14	6	84	
2	Rosebud Foreshore	7	0	0	6	0	covered by Rosebud resource
2	Rye Foreshore	7	0	0	6	0	covered by Rye resource
2	Safety Beach	7	1.5	10.5	6	63	
2	Somerville	7	4	28	6	168	
2	Sorrento Foreshore	7	0	0	6	0	covered by Sorrento resource
2	Tyabb	7	1	7	6	42	
Total Hours			119	833		4998	

A4-11 Condition

Refer to Annexure 3 for frequencies

A4-14 Footpath

Refer to Annexure 4 for frequencies

Refer to 'High-Profile Precinct Service Levels' for the cleansing frequency for footpaths within High-Profile Precincts.

A4-15 Camping

Refer to Annexure 4 for frequencies

A4-17 GPTs

Refer to Annexure 4 for frequencies

A4-18 Pits

Refer to Annexure 3 for frequencies

Category	Inspection Freq. p.a	No. Pits	Inspection Freq. p.a	No. Soak Pits	Inspections p.a.
Very High	2	3389.5	2	1	6,781
High	0.67	15926.5	0.67	34	10,640
Medium	0.33	22465	0.5	1632	8,304
Low	0.33	992	0.5	20	341
Very Low	0.33	547	0.5	1	183
TOTAL		43,320		1,688	26,249

High Profile Precinct Service Levels



High-Profile Precinct Service Levels

NOTE: All days inspected include public holidays.

* Must include Saturday or Sunday.

Precinct Category 1

Activity	Service Levels		
	Tourist 1 Nov - 30 April	Peak Tourist 20 Dec - 31 Jan	Off Season 1 May - 31 Oct
A4-05 Barbeque Cleaning and Maintenance	5 days per week*	7 days per week	3 days per week *
A4-07 Car Park Sweeping	Weekly	Weekly	Weekly
A4-07 Street Sweeping	7 days per week	7 days per week	4 days per week *
A4-08 Sanitary Cleaning	7 days per week	3 times per day	7 days per week
A4-09 Street and Drain Litter Collection	No activity	No activity	4 days per week *
A4-10 Hi-Visibility Street Presence	7 days per week (see Annexure 9 for allocated hours)	7 days per week (see Annexure 9 for allocated hours)	No activity
A4-14 Footpath Sweeping	7 days per week	7 days per week	4 days per week *



High-Profile Precinct Service Levels

NOTE: All days inspected include public holidays.

* Must include Saturday or Sunday.

Precinct Category 2

Activity	Service Levels		
	Tourist 1 Nov - 30 April	Peak Tourist 20 Dec - 31 Jan	Off Season 1 May - 31 Oct
A4-05 Barbeque Cleaning and Maintenance	5 days per week *	7 days per week	3 days per week *
A4-07 Car Park Sweeping	Weekly	Weekly	Weekly
A4-07 Street Sweeping	7 days per week	7 days per week	3 days per week *
A4-08 Sanitary Cleaning	7 days per week	7 days per week	4 days per week *
A4-09 Street and Drain Litter Collection	No activity	No activity	3 days per week *
A4-10 Hi-Visibility Street Presence	7 days per week (see Annexure 9 for allocated hours)	7 days per week (see Annexure 9 for allocated hours)	No activity
A4-14 Footpath Sweeping	4 days per week *	7 days per week	3 days per week *



High-Profile Precinct Service Levels

NOTE: All days inspected include public holidays.

* Must include Saturday or Sunday.

Precinct Category 3

Activity	Service Levels		
	Tourist 1 Nov - 30 April	Peak Tourist 20 Dec - 31 Jan	Off Season 1 May - 31 Oct
A4-07 Car Park Sweeping	Weekly	Weekly	Weekly
A4-07 Street Sweeping	Weekly	Weekly	Monthly
A4-09 Street and Drain Litter Collection	Weekly	Weekly	Weekly
A4-14 Footpath Sweeping	Weekly	Weekly	Monthly

Cleansing and Drainage Cleaning Contract Tender – Annexure 9

Access to asset locations and attributes are provided via GeoMedia Smart Client. Asset type, quantity and location is viewable on a map and associated summaries and documents are attached as PDF documents.

You will need to send a request for an individual User ID and password to procurement@mornpen.vic.gov.au.

You will require Java 1.8u101 64 bit or a newer version to operate Smart Client. If you do not have the required version of Java, follow the [Install Java](#) instructions.

Setup Smart Client (once only)

To access Smart Client for the first time, you will need to download the jnlp file.

1. Type the following address into a browser:
<http://gmisc.mornpen.vic.gov.au/gmisc>
The GMISC.jnlp file will download.
2. Save or copy this file to your desktop.
3. On your desktop, double-click the **GMISC.jnlp** file.
4. Tick the checkbox.
5. Click **Run**.
See image below.
6. Repeat steps 4 and 5 for the next dialogue box.



7. Click **No** to any Java update prompts.
8. The logon screen will appear.
See image below.



9. Type the username you have been provided with by the Shire in **Username**.
10. Type the password you have been provided with by the Shire in **Password**.

Using Smart Client

GeoMedia Smart Client [V16.02.0000_20170214] - Cleaning Damage Tender

Search | Measure

Quick Search (Ctrl+Q)

Search Precinct/Category | Service Level Agreements | Summary Report | View Foreshore Camping Footprints

Search

Legend

Search precinct by name/category using the filter. This will zoom to that location. Reset filter to show all again.

Click to view shires SLA's, asset details and foreshore camping footprints.

Zoom/pan tools. You can also use the mouse wheel to zoom. To pan, hold down mouse wheel or left button and drag.

In the map legend, expand groups to view the map features. Double click to turn these on and off. Notice some features will only appear as you zoom closer in on the map.

Extended tooltip
A4-8 Sanitary Cleaning Facility Location

To view attributes of features on the map click this button, then click on the feature on the map. You will see attribute data appear in this extended tooltip in this corner.

Legend

- Cleaning
 - A4-5 DDQ Facility Cleaning & Mnt
 - A4-6 Beach Cleaning
 - A4-7 Street Sweeping
 - A4-8 Sanitary Cleaning
 - A4-9 Street Drain & Litter Collect
 - A4-10 High Visibility Street Freezer
 - A4-14 Footpath Sweeping & Clean
 - A4-15 Foreshore Sanitary Camping
 - A4-17 Maintenance Grass Prolifer
 - A4-18 Clear Culverts, Pipes & Pits
- Camp Sections
 - Precinct - Category 1
 - Precinct - Category 2
 - Precinct - Category 3
 - Shire Properties
- Shire Features
 - Creek Name
 - Street Name
 - Township Name

Alternative Symbolologies

Default

Bookmarks

Projected: S 1 - 500,000 - 280,700 - 1,740,917

Install Java

Consider saving the downloaded Java exe file (steps 1-6) to your network using one machine and installing on the other machines from there to save time.

1. Type the following address into a browser:
<http://www.oracle.com/technetwork/java/javase/downloads/jre8-downloads-2133155.html>
2. Type **geogjo@mornpen.vic.gov.au** into **Username**.
3. Type **Tender123** in **Password**.
4. Scroll down to the section **Java SE Runtime Environment 8u172**.
5. Tick the **Accept License Agreement** checkbox
6. Click **jre-8u172-windows-x64.exe**. This will download and install Java. You can copy the downloaded file to your network and install on other machines if you wish.

See image below.



7. Once Java is installed, go to **Control Panel/Programs/Java**.
8. Select the **Security** tab.
9. Click **Edit Site List**.
10. Click **Add**.
11. Place the cursor in the **https:** field.
12. Type <http://gmisc.mornpen.vic.gov.au> as a new site list.
13. Click **OK**.

See image below.



14. Click **Continue**.
15. Click the **Java** tab.
16. Click **View**.



**MORNINGTON
PENINSULA**
Shire

17. Untick the **Enabled** checkbox for any other versions of Java.
 18. Click **OK**.
 19. If the **Update** tab is visible untick **Check for Updates Automatically**.
 20. Click **OK**.
- The Java configuration will close.

Annexure 10

Letter of Award

Cleansing & Drainage Cleaning Services
Contract No. 2328



MORNINGTON
PENINSULA
Shire

Jenny Richardson

From: Procurement
Sent: Thursday, 18 October 2018 8:58 AM
To: 'shaun.greenwood@downergroup.com'
Subject: Mornington Peninsula Shire - CN2328: Cleansing & Drainage Cleaning Services - Outcome
Attachments: Downer EDI Works Pty Ltd (A7915272).pdf
Importance: High

Good Morning,

Please see attached letter advising you of the outcome of CN2328: Cleansing & Drainage Cleaning Services tender.

Regards



Contracts & Procurement

email: procurement@mornpen.vic.gov.au

Private Bag 1000, Rosebud VIC 3939 | 90 Besgrove Street, Rosebud VIC 3939

www.mornpen.vic.gov.au | Twitter [@MornPenShire](https://twitter.com/MornPenShire) | Facebook [@MornPenShire](https://www.facebook.com/MornPenShire)

#BETTERBUSES
for the peninsula

82% of the peninsula is not serviced
by public transport. Join us now:
mornpen.vic.gov.au/betterbuses



Mornington Peninsula Shire acknowledges and pays respect to the Bunurong/Boon Wurrung people,
the traditional custodians of these lands and waters.

Committed to Carbon Neutrality



Our Ref: A7915272

18 October 2018

Downer EDI Works Pty Ltd
Level 10, 567 Collins Street
MELBOURNE VIC 3000

Via e-mail: shaun.greenwood@downergroup.com

Dear Shaun,

Tender 2328: Cleansing & Drainage Cleaning Services

I am pleased to advise that you have been successful with your tender and we intend to award Downer EDI Works Pty Ltd the contract for Cleansing & Drainage Cleaning Services at the Mornington Peninsula Shire.

Contract documentation is being prepared and will be forwarded to you shortly. The intention is to commence the new contract once the Contract is signed and the bank guarantee is received.

Congratulations on your successful appointment to this contract. I look forward to working with you to manage the Shire's Cleansing & Drainage Cleaning Services.

If you have any other concerns relating to the above tender, please contact me on (03) 5950 1270.

Yours sincerely

Jessica Wingad
Executive Manager Infrastructure Services

Annexure 11

Tender Information Clarifications

Cleansing & Drainage Cleaning Services
Contract No. 2328



MORNINGTON
PENINSULA
Shire

Jenny Richardson

From: Shaun Greenwood <Shaun.Greenwood@Downergroup.com>
Sent: Friday, 22 June 2018 12:05 PM
To: Procurement
Subject: CN2328 Cleansing and Drainage Services - Clarifications 1 (Downer response)
Attachments: CN2328 - Downer Clarifications 1.zip

Categories: With Julie

Att: Contracts and Procurement Unit

As requested, please see Downer's response to the six (6) clarifications questions from Clarification No. 1 attached.

We hope this provides Mornington Peninsula Shire Council with sufficient information, however, Downer is happy to provide additional information if this is not the case.

Kind regards,

Shaun Greenwood
 Bid Director - Road Network Management
 Infrastructure Services



T | 9278 5100 M | 0436005836
 E | Shaun.Greenwood@Downergroup.com
 Level 10, 567 Collins Street
 Melbourne VIC 3000
www.downergroup.com



Think before you print

Downer

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Sales Bulletin

SB-1209

BUCHER
municipal**Subject:** Reverse Smart AEB System**Model:** All Products

Revision: 01 Sheet 1 of 3

Date: 29/06/2016

This Sales Bulletin covers the release of the Reverse Smart AEB (Automatic Emergency Braking) system.

The Reverse Smart AEB System uses high frequency Radar technology to sense objects that have entered the path of a reversing vehicle and provides a visual warning in the cab. When the object is within a set distance, the AEB system applies the brakes to stop the vehicle, preventing impact with pedestrians or objects.

A 'sleep' function is available to override the system in cases where the operator needs to reverse close to an object (or bin with a Rear loader for example).

This system is available on our complete product range either through the UPO process, for new product sales, or aftermarket fitment at Branch.

Approx. Sell Price \$6,000 + GST (Dependent on Body/Chassis configuration)

Bucher Municipal has recently been appointed as OEM distributor of the Reverse Smart AEB System.

Our national branch network can now provide the level of support required to service our customers for both new product and aftermarket fitment. All branches are accredited to install and service Reverse Smart AEB systems, which will benefit our customers by providing one central point of contact for all vehicle installation and service requirements.

Customers can now call **1800 BUCHER** for all Reverse Smart customer service inquiries.

"At Bucher Municipal, operator and pedestrian safety are a priority when developing our refuse collection and road sweeping equipment. We continuously strive to provide the safest equipment on the market, and with that in mind, we believe that the Reverse Smart AEB technology can deliver significant improvements in both operator and pedestrian safety."

"Refuse collection and road sweeping are dangerous jobs, even for the most careful and alert operator. The Reverse Smart AEB system provides the additional safety that's needed when vision behind the truck is restricted. This technology really does help us to take operator and pedestrian safety to the next level."



Sales Bulletin

SB-1209

BUCHER
municipal**Subject:** Reverse Smart AEB System**Model:** All Products

Revision: 01 Sheet 2 of 3

Date: 29/06/2016



Subject: Reverse Smart AEB System**Model:** All Products

Revision: 01 Sheet 3 of 3

Date: 29/06/2016

REVERSE PREVENTS ACCIDENTS SAVES LIVES...

IT REALLY IS THAT SIMPLE!

The state-of-the-art Reverse Smart AEB system has been specifically designed to reduce the incidents of large vehicles or mobile plant impacting workers or objects while reversing.

By providing an additional level of protection, including an engineering control that can stop the vehicle by automatically applying the brake, the Reverse Smart system can significantly reduce the risk of impacts, injuries and workplace fatalities.

See the video of the Reverse Smart AEB in action:
www.reversesmart.com.au/how-does-it-work



Step 1: Object detected while reversing. Step 2: Vehicle continues to reverse towards object. Step 3: Reverse Smart AEB system automatically applies the brakes and stops the vehicle

For further information, or to arrange a demonstration, please visit:

www.reversesmart.com.au

or contact Davin Hamnett, Reverse Smart Ph: 0419 177 199
or A1 Roadlines Pty Ltd Ph: 1300 217 623 (1300 A1ROAD)

Onboarding Requirements per position

ACTIVITY TYPE	Asset Support	Customer Manager	Onboard Host	Onshore Manager	Inspector	Construction Manager	Operator	Project Engineer	Project Manager	Project Supervisor	Supervisor	Team Leader
BEFORE THE FIRST DAY OF EMPLOYMENT												
Hiring manager to call new hire within one week of commencement, when appropriate, to make sure start time is set, go over attire, where to park and answer any questions	X	X	X	X	X	X	X	X	X	X	X	X
Manager to set up workstation, if applicable	X	X	X	X	X	X	X	X	X	X	X	X
Supervisor to assign onboarding 'mentor'	X	X	X	X	X	X	X	X	X	X	X	X
Send an announcement (in email) to business announcing the new hire and their start date	X	X	X	X	X	X	X	X	X	X	X	X
Complete Hiring Manager Checklist	X	X	X	X	X	X	X	X	X	X	X	X
END OF FIRST WEEK												
Meet with your manager	X	X	X	X	X	X	X	X	X	X	X	X
Introduce the new employee to co-workers, other employees in the building and others (Suggestion: have a welcome coffee break or lunch with all employees)	X	X	X	X	X	X	X	X	X	X	X	X
Provide a tour of office:												
• Break room	X	X	X	X	X	X	X	X	X	X	X	X
• Restroom	X	X	X	X	X	X	X	X	X	X	X	X
• Office supplies	X	X	X	X	X	X	X	X	X	X	X	X
• Photo copier	X	X	X	X	X	X	X	X	X	X	X	X
• Printer	X	X	X	X	X	X	X	X	X	X	X	X
Explain WHS policies and procedures:												
• Smoking in the Workplace	X	X	X	X	X	X	X	X	X	X	X	X
• Emergency Preparedness/Evacuation	X	X	X	X	X	X	X	X	X	X	X	X
• PPE requirements	X	X	X	X	X	X	X	X	X	X	X	X
• NCS register and location	X	X	X	X	X	X	X	X	X	X	X	X
• Alcohol and other drugs	X	X	X	X	X	X	X	X	X	X	X	X
• First Aid and Health	X	X	X	X	X	X	X	X	X	X	X	X
• Onsite supplied vehicle	X	X	X	X	X	X	X	X	X	X	X	X
Discuss performance expectations:												
• Probationary period	X	X	X	X	X	X	X	X	X	X	X	X
• KPIs	X	X	X	X	X	X	X	X	X	X	X	X
• Strategic plan	X	X	X	X	X	X	X	X	X	X	X	X
Discuss position description and any responsibilities and objectives	X	X	X	X	X	X	X	X	X	X	X	X
Complete all employment paperwork:												
• Consent and travel access	X	X	X	X	X	X	X	X	X	X	X	X
• Account details form	X	X	X	X	X	X	X	X	X	X	X	X
• Security card access authorisation	X	X	X	X	X	X	X	X	X	X	X	X
Overview of the Company, refer to attached https://downer-downergroup.com/function/hr_infra/infra/WelcomeNewEmployees/InfrastructureServicesOverview-InductionPack.pdf	X	X	X	X	X	X	X	X	X	X	X	X
Review team org chart and understand general structure	X	X	X	X	X	X	X	X	X	X	X	X
Mandatory onboarding online modules:												
• Induction Module 01: Welcome to Downer	X	X	X	X	X	X	X	X	X	X	X	X
• Induction Module 02: Group Compliance - Standards of Business Conduct	X	X	X	X	X	X	X	X	X	X	X	X
• Induction Module 03: Group Compliance - Workplace Behaviour	X	X	X	X	X	X	X	X	X	X	X	X
• Induction Module: Zero Harm at Downer	X	X	X	X	X	X	X	X	X	X	X	X
• Induction Module: Security Awareness at Downer	X	X	X	X	X	X	X	X	X	X	X	X
• Our safety Focus 2018	X	X	X	X	X	X	X	X	X	X	X	X
• IMS Working towards tomorrow - Module 1: Stop, Think, Act, Review - Downer	X	X	X	X	X	X	X	X	X	X	X	X
• IMS Working towards tomorrow - Module 2: Preparation & Response is the Key to Success - Downer	X	X	X	X	X	X	X	X	X	X	X	X
• IMS Working towards tomorrow - Module 3: What is Looking after your Contractors? - Downer	X	X	X	X	X	X	X	X	X	X	X	X
• IMS Working towards tomorrow - Module 4: Project Prep & Reporting - Downer	X	X	X	X	X	X	X	X	X	X	X	X
• IMS Working towards tomorrow - Module 5: Inspect what you Expect - Downer	X	X	X	X	X	X	X	X	X	X	X	X
• IMS Working towards tomorrow - Module 6: Talk Zero Harm - Downer	X	X	X	X	X	X	X	X	X	X	X	X
• IMS Working towards tomorrow - Module 7: Taking Responsibility - Downer	X	X	X	X	X	X	X	X	X	X	X	X
• IMS Working towards tomorrow - Module 8: No Surprises - Downer	X	X	X	X	X	X	X	X	X	X	X	X
• IMS Working towards tomorrow - Module 9: Quality at Downer - Downer	X	X	X	X	X	X	X	X	X	X	X	X
• Project Management Induction - Downer	X	X	X	X	X	X	X	X	X	X	X	X
• Workplace Relations Management Plan Supervisor Induction	X	X	X	X	X	X	X	X	X	X	X	X
• Bonded and Restricted Items Registers	X	X	X	X	X	X	X	X	X	X	X	X
• Financial Delegation of Authority	X	X	X	X	X	X	X	X	X	X	X	X
• IMS Environmental Standards Package - Downer	X	X	X	X	X	X	X	X	X	X	X	X
• Document Management Awareness - Downer	X	X	X	X	X	X	X	X	X	X	X	X
• Group Contractors Policy Training - Infrastructure Services	X	X	X	X	X	X	X	X	X	X	X	X
• Mission Possible	X	X	X	X	X	X	X	X	X	X	X	X
END OF 30 DAYS												
Tour of work locations - site visits	X	X	X	X	X	X	X	X	X	X	X	X
Discuss employee benefits:												
• Employee Assistance Program (EAP)	X	X	X	X	X	X	X	X	X	X	X	X
• Other employee benefits	X	X	X	X	X	X	X	X	X	X	X	X
Schedule and conduct regular recurring one-on-one meetings between employee and supervisor	X	X	X	X	X	X	X	X	X	X	X	X
Continue to provide timely, on-going, meaningful "everyday feedback" to new employee	X	X	X	X	X	X	X	X	X	X	X	X
Downer standards systems training:												
• Business Service Centre (BSC)	X	X	X	X	X	X	X	X	X	X	X	X
• Employee Self Service	X	X	X	X	X	X	X	X	X	X	X	X
• IMS - Integrated Management System	X	X	X	X	X	X	X	X	X	X	X	X
• Downer	X	X	X	X	X	X	X	X	X	X	X	X
• IT Portal	X	X	X	X	X	X	X	X	X	X	X	X
• JDE/SS	X	X	X	X	X	X	X	X	X	X	X	X
• Tableau	X	X	X	X	X	X	X	X	X	X	X	X
• Oracle - HCM Cloud	X	X	X	X	X	X	X	X	X	X	X	X
• BIX - InControl	X	X	X	X	X	X	X	X	X	X	X	X
• AMIS - Asset Management Information System	X	X	X	X	X	X	X	X	X	X	X	X
• AMS - In Field Close Out	X	X	X	X	X	X	X	X	X	X	X	X
• Concur	X	X	X	X	X	X	X	X	X	X	X	X
Meet with Zero Harm advisor	X	X	X	X	X	X	X	X	X	X	X	X
END OF 6 MONTHS												
Supervisor Essentials: My business unit and role training												
Supervisor Essentials: Managing my people training												
Delivering Safety Talks for Impact							X			X	X	X
Archiving Zero Harm training										X	X	X
Championing Change in Downer												
LEAD1 - Leadership in Action												
LEAD2 - Leadership Delivering Success		X				X			X			

[illegible]

Onboarding Plan

Objectives:

This onboarding plan will provide staff with a list of tasks to be completed and their responsibilities throughout the onboarding process. Throughout the employee's first year of employment, HR and supervisors should aspire to continue to support and orient the employee to the position, program, and organization. Consequently, the new employee will:

- Feel welcomed to the organization
- Understand his/her job responsibilities and expectations
- Be empowered to contribute immediately
- Become better assimilated to the team and the organization
- Fully understand all training requirements
- Complete a development plan and actively participate in regular support sessions
- Learn about the history and culture of the organization
- Develop a network of peers and support structure
- Understand the diversity of staff and services offered by the organization

KEY AREAS: The Onboarding Plan is divided in 4 key areas:

- Plan and prepare for your new team member
- Orientation to Downer (DI: Welcome, the site and team)
- Getting to know your new employee
- Helping achieve excellence

NAME		EMPLOYEE ID	
TITLE		START DATE	
MANAGER		EMAIL	


ACTIVITY TYPE	Applicable	STATUS in progress/Completed	ACTIVITY MONITORED BY	ACTIVITY NOTES
DEFINING THE FIRST DAY OF EMPLOYMENT				
Hiring manager to call new hire within one week of commencement, when appropriate, to make sure start time is set, go over office, where to park and answer any questions				
Manager to set up workstation, if applicable				
Supervisor to assign onboarding "mentor"				
Send an announcement (in email) to business announcing the new hire and their start date				
Complete Hiring Manager Checklist				
EMPHASIS FIRST WEEK				
Meet with your manager				
Introduce the new employee to co-workers, other employees in the building and others (Suggestion: have a welcome coffee break or lunch with all employees)				
Provide a tour of office				
<ul style="list-style-type: none"> - Break rooms - Restroom - Office supplies - Photo copier - Printer 				
Explain WHS policies and procedures:				
<ul style="list-style-type: none"> - Smoking in the Workplace - Emergency Preparedness/Evacuation - PPE requirements - SDS register and location - Alcohol and other drugs - First Aid and Health - Downer supplied vehicle 				
Discuss performance expectations:				
<ul style="list-style-type: none"> - Probationary period - KPIs - Strategic plan 				
Discuss position description and any responsibilities and objectives				
Complete all employment paperwork:				
<ul style="list-style-type: none"> - Consent and travel access - Account details form - Security card access authorization 				
Overview of the Company, refer to attached https://intramr.downergroup.com/functionalHR_intraacc/WelcomeNewEmployees/InfrastructureServicesOverview-InductionPack.pdf				
Review team org chart and understand general structure				
Mandatory onboarding online modules:				
<ul style="list-style-type: none"> - Induction Module 01: Welcome to Downer - Induction Module 02: Group Compliance - Standards of Business Conduct - Induction Module 03: Group Compliance - Workplace Behaviour - Induction Module: Zero Harm at Downer - Induction Module: Security Awareness at Downer - Our safety Focus 2018 - IMS Working towards tomorrow - Module 1: Stop, Think, Act, Review - Downer - IMS Working towards tomorrow - Module 2: Preparation & Response is the Key to Success - Downer - IMS Working towards tomorrow - Module 3: Who is Looking after your Contractors? - Downer - IMS Working towards tomorrow - Module 4: Project Prep & Reporting - Downer - IMS Working towards tomorrow - Module 5: Inspect what you Expect - Downer - IMS Working towards tomorrow - Module 6: Talk Zero Harm - Downer - IMS Working towards tomorrow - Module 7: Taking Responsibility - Downer - IMS Working towards tomorrow - Module 8: No Surprises - Downer - IMS Working towards tomorrow - Module 9: Quality at Downer - Downer - Project Management Induction - Downer - Workplace Relations Management Plan Supervisor Induction - Banquet and Restricted Items Registers - Financial Delegation of Authority - IMS Environmental Standards Package - Downer - Document Management Awareness - Downer - Group Contractors Policy Training - Infrastructure Services - Mason Possible 				
END OF 1st WEEK				
Tour of work locations - site visit				
Discuss employee benefits:				
<ul style="list-style-type: none"> - Employee Assistance Program (EAP) 				

• Other employee benefits				
Schedule and conduct regular occurring one-on-one meetings between employees and supervisors				
Continue to provide timely, ongoing, meaningful "everyday feedback" to new employee				
Disseminate standards systems training:				
• Business Service Centre (BSC)				
• Employee Self Service				
• IMS - Integrated Management System				
• iCourse				
• IT Portal				
• JDE/OS				
• Talisman				
• Oracle - HCM Cloud				
• INX - iControl				
• AMS - Asset Management Information System				
• AMS - In Field Close Out				
• Constar				
Meet with Zero Harm advisor				
END OF 6 MONTHS				
Supervisor Essentials: My business unit and role training				
Supervisor Essentials: Managing my people training				
Delivering Safety Talks for Impact				
Achieving Zero Harm training				
Championing Change in Downer				
LEADr - Leadership in Action				
LEADr - Leadership Delivering Success				
EXELD - Executive Leadership				
Maximizing Results: Performance & Development Planning				
Increasing Your Leadership Presence (Masterclass)				
Building Customer Relationships for Success				
Industrial Relations at Downer				
Project Management Fundamentals				
Achieving Zero Harm - Train the Trainer				
Supervisor Traffic Operation and People (STOP)				
IMS Environmental Standards Package				
Environmental Awareness Training				
Advanced Environmental Awareness Training				
Workplace Relations Management Plan - Supervisors Induction				
ICAM - Lead training				
Asset Management Principles				
ANPA - Working Safely with Hazardous materials				
ANPA - Best Practice in - Pavement Maintenance Practices				
Current first aid and CPR				
6 month performance review				
Employee is integrated to team				
END OF FIRST YEAR				
Performance review				


Safe Work Method Statement (SWMS)

SECTION 1 – GENERAL DETAILS									
SWMS Title:	SWMS007 – Network Inspections		SWMS Number:	006	Date of Issue:	18/06/2018 / /	Date of Review:	10 / 04 / 2018	
Description of Activity:	Inspection of roads, footpath and other infrastructure				Activity Location:	Various – Vic Metropolitan area			
SWMS Developed By: (Name)	Salvatore Giuntalia	Version Number:	1.0	Expected Commencement Date:	18/ 06 / 2018	Expected Completion Date:	18 / 06 / 2020		
Emergency Plan Required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Emergency Contact Numbers:		Contract specific work supervisor					
First Aid Kit Required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Permits, Certificates, Approvals Required:		MOA					
Spill Kit Required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Plant/ Equipment Required:		Various					
PPE Required:	<input checked="" type="checkbox"/> High-visibility clothing	<input checked="" type="checkbox"/> Hat & sunscreen	<input checked="" type="checkbox"/> Safety Footwear	<input checked="" type="checkbox"/> Gloves	<input checked="" type="checkbox"/> Safety Eyewear	<input type="checkbox"/> Hearing Protection	<input type="checkbox"/> Dust Mask		
	<input checked="" type="checkbox"/> Long pants & sleeves	<input type="checkbox"/> Face shield	<input type="checkbox"/> Hard Hat	<input type="checkbox"/> Other: (Specify)					
SECTION 2 – HAZARD IDENTIFICATION A SWMS is only required if any of the risks below are identified. For activities not listed below, refer to a relevant work instruction to ensure work steps are understood. Stop Think Act Review ★ ★ ★ ★ Complete the STAR (stop, think, act, review) process to promote situational awareness.									
Critical Risks		High Risk Activities			Environmental Risks				
<input checked="" type="checkbox"/> Working in the vicinity of mobile plant/ moving vehicles <input checked="" type="checkbox"/> Uncontrolled movements of vehicles or loads <input type="checkbox"/> Working on/ near energised services/ HV/ LV electrical installations <input type="checkbox"/> Stored energy <input type="checkbox"/> Confined space entry <input type="checkbox"/> Crane operation and lifting equipment <input type="checkbox"/> People or objects falling >2m from height or to depth <input type="checkbox"/> Excavation and trenching >1.5m <input type="checkbox"/> Handling/ transporting hazardous substances & dangerous goods <input type="checkbox"/> High risk health hazards (ECM use only)		<input checked="" type="checkbox"/> Working near traffic or within a rail corridor or near shipping lanes <input type="checkbox"/> Asbestos removal/ disturbance <input type="checkbox"/> Demolition of load bearing structures <input type="checkbox"/> Work on/ near pressurised gas distribution mains or piping <input type="checkbox"/> Artificial extremes of temperature <input type="checkbox"/> Contaminated or flammable atmospheres <input type="checkbox"/> Structural alterations/ temporary support structures including scaffolding <input type="checkbox"/> Working near or over water with risk of drowning			<input type="checkbox"/> Work on/ near chemical, fuel or refrigerant lines <input type="checkbox"/> Work on/ near telecommunication towers <input type="checkbox"/> Work in a tunnel or shaft <input type="checkbox"/> Occupational diving <input type="checkbox"/> Tilt-up/ precast concrete <input type="checkbox"/> Use of explosives <input checked="" type="checkbox"/> Working in isolation <input type="checkbox"/> Hot work <input type="checkbox"/> Hazardous manual handling			<input type="checkbox"/> Working near drains, and waterways <input type="checkbox"/> Soil erosion <input type="checkbox"/> Working with hazardous liquids <input type="checkbox"/> Generation of regulated waste <input type="checkbox"/> Disturbance of flora or fauna <input type="checkbox"/> Potential to start fire <input type="checkbox"/> Generating excessive noise or dust <input type="checkbox"/> Working near heritage sites <input type="checkbox"/> Biosecurity/ weed spread	

Safe Work Method Statement (SWMS)

SECTION 3 – WORK ACTIVITY RISK CONTROLS		
High Risk Activity <i>List the activities associated with the hazards identified in section 2 (include photo/ image).</i>	Hazards & Risks <i>Identify the hazards and risks that may cause harm to workers or the public.</i>	Control Measures <i>Describe what will be done to control the risk. What will you do to make the activity as safe as possible? Refer to relevant Zero Harm risk register/ work instruction(s)/ procedure(s)/ standard(s) when detailing controls.</i>
Uncontrolled movement of vehicles or mobile plant.	People and assets are at risk of being struck or crushed by the vehicle or mobile plant. 	All Downer controlled vehicles and plant are serviced, inspected daily (before use) and suited for the task. Daily pre-start vehicle or mobile plant check includes a park brake test. Vehicles are fitted with technology e.g. handbrake alarms, to alert any driver who attempts to alight from the vehicle before the handbrake is fully engaged. Downer controlled vehicles and plant are driven by drivers/operators who are fit for work, licensed and competent. All parked vehicles and plant are stable and secure and reversed parked wherever possible. Apply at least two forms of control. "Park on Flat" and "Test Operations" are best practice not control measures Plan each journey to select safest route and manage driver fatigue. No attempt will be made to re-enter a vehicle or mobile plant should a roll-away occur (as the person attempting this risks slipping and being run-over or crushed).
	Workforce abused or threatened by drivers and/or the general public.	Prompt reporting to supervisor or police etc. whenever a driver or member of the public becomes abusive etc. Do not approach aggressive or abusive MOP. Distance yourself from the situation and leave location Do not engage in any aggressive and/or threatening confrontation Report any incidents or near misses and, whenever possible, record the registration number of any offending vehicle.
Working in Isolation	Security of workers from Members of public Communication of injury or illness	Supervisor to receive communication of any incidents or injuries Ongoing communication with supervisor and manager Secure vehicles and workers to leave any hazardous environments

Safe Work Method Statement (SWMS)

<p>Persons on foot in proximity to work site operating mobile plant and moving vehicles.</p>	<p>Workers, public pedestrians and work site visitors are at risk of being struck.</p>	<p>Record on Pre-start risk assessment details of plant/ vehicle movement and parking specific to the job site and communicate to all worksite personnel.</p> <p>Plan the worksite movement of vehicles and mobile plant to eliminate all but unavoidable reversing.</p> <p>Keep public pedestrians and visitors from being able to enter the worksite without clear instructions</p> <p>Mobile plant operating zones and no-go/exclusion zones are planned, clearly delineated and communicated to the workforce. Maintain 10m separation at all time on the travel path of vehicle (RED ZONE)</p> <p>Strictly control the use of mobile phones and other devices which can cause major distraction for workers on foot.</p> <p>Mobile plant and vehicles are fitted with reversing alarms and cameras.</p> 
<p>Working near traffic.</p>	<p>Workers, public pedestrians and work site visitors are at risk of being struck</p> <p>Inspecting contract asset's by vehicle</p>	<p>Slow down traffic behind you 200m from site by switching on flashing roof mounter beacons, indicate and lower speed. Safely exit road and park in protected area (where possible). Park away from traffic flow or on shoulder. Do not affect traffic flow Do not stop suddenly unless in an emergency; be aware of the volume of traffic whilst inspecting</p> <p>Use vehicle as shadow vehicle where appropriate(must not affect traffic flow)</p> <p>Check mirrors and do a head check prior to opening the door and look for motorcyclists and cyclists.</p> <p>Wait for sufficient break in traffic before exiting vehicle</p> <p>To make sure that you are visible to approaching traffic you MUST wear high visibility reflective clothing or vests</p> <p>Laptops / PDA's / mobile phones not to be operated while vehicle is in motion. Vehicle must be parked</p> <p>Inspect at a speed where you can assess 100% of the asset without obstructing traffic or forcing traffic to take evasive actions. Inspections (spray marking) on live roadways must be undertaken with the support of a lookout person.</p> <p>Strictly control the use of mobile phones and other devices which can cause major distraction for workers on foot.</p> <p>When necessary, use adequate lighting and/or perimeter controllers/spotters as an added control to ensure safe separation of people from live traffic flow</p>
<p>Does the emergency response plan cover the requirements for the risks identified above?</p>		<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

Safe Work Method Statement (SWMS)

SECTION 4 – SIGN-ON RECORD

! Each person involved in doing the activity detailed in this SWMS must print their name and company, and sign and date below to indicate that they have had the opportunity to provide input for the development/ review of this SWMS, have read and understood this SWMS, and will comply with all requirements in it. Work must STOP if the activity changes, the controls are not effective, or there are new hazards/ risks identified.

Name (Print)	Company	Signature	Date

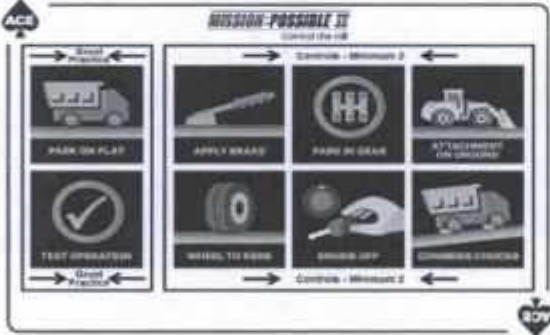
SECTION 5 – SWMS REVIEW

Reviewer	Name	Signature	Date
Supervisor: (responsible for ensuring compliance with SWMS)			
Responsible Person: (responsible for reviewing SWMS content)	Tony Grasso , Pasquale Bruni, Frank Romeo		10/04/2018
Client/ Principal Contractor Representative: (where applicable)			

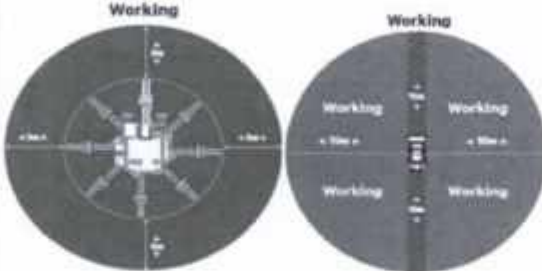


Safe Work Method Statement (SWMS)

SECTION 1 – GENERAL DETAILS									
SWMS Title:	SWMS005 – Drainage Infrastructure Maintenance & Installation		SWMS Number:	005	Date of Issue:	18/06/2018/ /	Date of Review:	27 / 03 / 2018	
Description of Activity:	Replace pit lids – Cleaning of pit mouths – Replace/Repair storm water pipes and pits – Open drain maintenance				Activity Location:	Various – Vic Metropolitan area			
SWMS Developed By: (Name)	Salvatore Giuntalia	Version Number:	1.0	Expected Commencement Date:	18/ 06 / 2018	Expected Completion Date:	18 / 06 / 2020		
Emergency Plan Required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Emergency Contact Numbers:		Contract specific work supervisor					
First Aid Kit Required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Permits, Certificates, Approvals Required:		MOA – WorkSafe Notification where applicable					
Spill Kit Required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Plant/ Equipment Required:		Various including small plant					
PPE Required:	<input checked="" type="checkbox"/> High-visibility clothing	<input checked="" type="checkbox"/> Hat & sunscreen	<input checked="" type="checkbox"/> Safety Footwear	<input checked="" type="checkbox"/> Gloves	<input checked="" type="checkbox"/> Safety Eyewear	<input type="checkbox"/> Hearing Protection	<input type="checkbox"/> Dust Mask		
	<input checked="" type="checkbox"/> Long pants & sleeves	<input type="checkbox"/> Face shield	<input type="checkbox"/> Hard Hat	<input type="checkbox"/> Other: (Specify)					
SECTION 2 – HAZARD IDENTIFICATION A SWMS is only required if any of the risks below are identified. For activities not listed below, refer to a relevant work instruction to ensure work steps are understood. Stop Think Act Review ★ ★ ★ ★ Complete the STAR (stop, think, act, review) process to promote situational awareness.									
Critical Risks		High Risk Activities			Environmental Risks				
<input checked="" type="checkbox"/> Working in the vicinity of mobile plant/ moving vehicles <input checked="" type="checkbox"/> Uncontrolled movements of vehicles or loads <input checked="" type="checkbox"/> Working on/ near energised services/ HV/ LV electrical installations <input type="checkbox"/> Stored energy <input type="checkbox"/> Confined space entry <input checked="" type="checkbox"/> Crane operation and lifting equipment <input checked="" type="checkbox"/> People or objects falling >2m from height or to depth <input checked="" type="checkbox"/> Excavation and trenching >1.5m <input type="checkbox"/> Handling/ transporting hazardous substances & dangerous goods <input type="checkbox"/> High risk health hazards (ECM use only)		<input checked="" type="checkbox"/> Working near traffic or within a rail corridor or near shipping lanes <input checked="" type="checkbox"/> Asbestos removal/ disturbance <input type="checkbox"/> Demolition of load bearing structures <input type="checkbox"/> Work on/ near pressurised gas distribution mains or piping <input type="checkbox"/> Artificial extremes of temperature <input type="checkbox"/> Contaminated or flammable atmospheres <input type="checkbox"/> Structural alterations/ temporary support structures including scaffolding <input type="checkbox"/> Working near or over water with risk of drowning			<input type="checkbox"/> Work on/ near chemical, fuel or refrigerant lines <input type="checkbox"/> Work on/ near telecommunication towers <input type="checkbox"/> Work in a tunnel or shaft <input type="checkbox"/> Occupational diving <input type="checkbox"/> Tilt-up/ precast concrete <input type="checkbox"/> Use of explosives <input type="checkbox"/> Working in isolation <input type="checkbox"/> Hot work <input type="checkbox"/> Hazardous manual handling			<input checked="" type="checkbox"/> Working near drains, and waterways <input type="checkbox"/> Soil erosion <input type="checkbox"/> Working with hazardous liquids <input type="checkbox"/> Generation of regulated waste <input checked="" type="checkbox"/> Disturbance of flora or fauna <input type="checkbox"/> Potential to start fire <input checked="" type="checkbox"/> Generating excessive noise or dust <input checked="" type="checkbox"/> Working near heritage sites <input type="checkbox"/> Biosecurity/ weed spread	


Safe Work Method Statement (SWMS)

SECTION 3 – WORK ACTIVITY RISK CONTROLS		
High Risk Activity <i>List the activities associated with the hazards identified in section 2 (include photo/ image).</i>	Hazards & Risks <i>Identify the hazards and risks that may cause harm to workers or the public.</i>	Control Measures <i>Describe what will be done to control the risk. What will you do to make the activity as safe as possible? Refer to relevant Zero Harm risk register/ work instruction(s)/ procedure(s)/ standard(s) when detailing controls.</i>
Asbestos removal/ disturbance	Health conditions from exposure to inhalable asbestos Failure to identify asbestos in the workplace	Training for the identification of asbestos delivered through toolbox meetings Asbestos removal and disposal completed as per legislative requirements by licenced contractors Exclusion zones to be set up around all asbestos sites and during removal Trained and certified persons to undertake asbestos removal
Uncontrolled movement of vehicles or mobile plant.	People and assets are at risk of being struck or crushed by the vehicle or mobile plant. 	All Downer controlled vehicles and plant are serviced, inspected daily (before use) and suited for the task. Daily pre-start vehicle or mobile plant check includes a park brake test. Vehicles are fitted with technology e.g. handbrake alarms, to alert any driver who attempts to alight from the vehicle before the handbrake is fully engaged. Downer controlled vehicles and plant are driven by drivers/operators who are fit for work, licensed and competent. All parked vehicles and plant are stable and secure and reversed parked wherever possible. Apply at least two forms of control. "Park on Flat" and "Test Operations" are best practice not control measures. Plan each journey to select safest route and manage driver fatigue. No attempt will be made to re-enter a vehicle or mobile plant should a roll-away occur (as the person attempting this risks slipping and being run-over or crushed).
Disturbance of Flora and Fauna	Excavation outside of permitted areas Impact on Fauna from plant interactions	Do not excavate or disturb soils and vegetation in marked areas Caution to avoid contact with all fauna during travel and operation of plant Planning and instruction to crews to clearly outline locations for digging



Safe Work Method Statement (SWMS)

<p>Persons on foot in proximity to work site operating mobile plant and moving vehicles.</p>	<p>Workers, public pedestrians and work site visitors are at risk of being struck.</p> 	<p>Record on Pre-start risk assessment details of plant/ vehicle movement and parking specific to the job site and communicate to all worksite personnel.</p> <p>Plan the worksite movement of vehicles and mobile plant to eliminate all but unavoidable reversing.</p> <p>Keep public pedestrians and visitors from being able to enter the worksite without clear instructions</p> <p>Mobile plant operating zones and no-go/exclusion zones are planned, clearly delineated and communicated to the workforce. Maintain 10m separation at all time on the travel path of vehicle (RED ZONE)</p> <p>Strictly control the use of mobile phones and other devices which can cause major distraction for workers on foot.</p> <p>Mobile plant and vehicles are fitted with reversing alarms and cameras.</p> 
<p>Working near traffic.</p>	<p>Workers, public pedestrians and work site visitors are at risk of being struck</p> 	<p>Develop TMP specific or amend generic TMP to the job site and communicate to all worksite personnel.</p> <p>Separation of travel paths to provide separate traffic routes for public vehicles Travelling through the worksite.</p> <p>Separate workers from the live traffic path by physical and/or visual barriers. Workers who must work close to the live traffic route must be a minimum of 1.2 m separation or whatever minimum distance of separation has been determined.</p> <p>Keep public pedestrians and visitors away from live traffic.</p> <p>Ensure Traffic Controllers are trained, certified and inducted in the TMP and required signage and equipment e.g. portable traffic lights.</p> <p>All traffic control signage in place and inspected and verified as correct and not damaged.</p> <p>Traffic speed limits clearly displayed and enforced.</p> <p>Strictly control the use of mobile phones and other devices which can cause major distraction for workers on foot.</p> <p>When necessary, use adequate lighting and/or perimeter controllers/spotters as an added control to ensure safe separation of people from live traffic flow</p>

Safe Work Method Statement (SWMS)

<p>Excavation/ trenching >1.5m</p>	<p>The existence of high-risk unstable ground conditions on a work site is not confirmed prior to work starting. Engulfment of people and assets by ground that has collapsed during the work.</p> <p>Engulfment occurs during back-filling after the main work is completed.</p> 	<p>WorkSafe Notification to be completed prior to commence works</p> <p>Works in accordance with Work Instruction 001 – Working Near Underground Assets</p> <p>Worksite unstable ground validated by competent person.</p> <p>Site visit to assess ground conditions.</p> <p>Stabilisation measures against possible ground collapse in place.</p> <p>Implements Stabilisation methods such as shoring and installation of shields</p> <p>Excavation Permit completed.</p> <p>Unauthorised access measures in place (fencing, secured road plates, etc.).</p> <p>Warning signage in place.</p> <p>No-go zones established to manage impact of mobile plant and equipment and stored material within the Zone of Influence.</p> <p>No-go zones for plant and material storage determined and documented by competent person</p> <p>Exclusion zones marked by physical or visual barriers and incorporated in any site VMP</p> <p>Daily Check of unstable ground/excavation both before starting work and after any occurrence (e.g. heavy rain) which may affect its stability.</p> <p>Prestart check includes unstable ground/excavation assessment</p> <p>Ground collapse is prevented when back-filling on completion of works.</p> <p>Continuous backfilling as work progresses.</p> <p>Stabilisation measures (shields, shoring, etc.) removed in correct sequence.</p> <p>Compaction tests are completed as required.</p>
<p>Generating excessive noise or dust</p>	<p>Excavation generating dust</p> <p>Plant and Equipment noise disturbance for residents</p>	<p>Use water to suppress excessive dust</p> <p>Works not to be conducted outside of permitted hours (day shift)</p> <p>Ensure PPE is worn to minimise inhalation of dust and noise</p>
<p>Working near drains & waterways</p>	<p>Spoil materials and contaminants entering stormwater drains</p>	<p>Ensure no material enters drains, watercourses etc. place drain covers if required.</p> <p>Make sure spill kit is accessible and adequately stocked to contain and clean up spills.</p> <p>Seal and label spill waste and return material to depot for disposal.</p>

Safe Work Method Statement (SWMS)

<p>Operation of vehicle mounted cranes</p> 	<p>People and assets can be struck or crushed due to a poorly planned and executed lift and traverse.</p> <p>The crane and/or lifting equipment could fail to carry the load and tip or malfunction, placing the operator and any bystanders at risk of injury.</p> <p>The load could be located in its final position incorrectly and fall.</p> <p>Contact with overhead services</p> 	<p>Crane position and type confirmed. Ground conditions confirmed safe.</p> <p>Overhead power lines confirmed and spotter allocated (as required).</p> <p>Safest load traverse route confirmed.</p> <p>Items adjacent to the proposed load are secure and unable to be dislodged and move whilst the load is being handled or moved.</p> <p>Ensure stabilisers are used on stable ground</p> <p>Exclusion zones in place to keep unauthorised people a safe distance away during the lift.</p> <p>Load has weight label attached and/or engineering estimate available.</p> <p>All parts of load secured from movement when lifted.</p> <p>The SWL of the crane and lift equipment must never be exceeded (for both the static and dynamic weight of the load).</p> <p>All slings, chain sets, lever blocks, chain blocks, lifting beams, shackles and crane hooks shall be marked with their safe working load (SWL).</p> <p>Lifting equipment shall have compliance plates/ tags/ labels/ stamps, as relevant for that piece of equipment</p> <p>Daily inspection on all lifting equipment are carried out</p> <p>The lift must only be executed by competent crane operator who is familiar with the crane in use</p> <p>Suspended load must never pass over a person Crane operator, MOP and/or other personnel on site</p>
<p>Working near heritage sites</p>	<p>Disturbance to heritage sites</p>	<p>Presence of heritage significant sites to be established at planning stage.</p> <p>Maintain distance from known heritage sites. Close out area and communicate to workers and prevent access.</p>
<p>Pit and lid replacement and inspection</p>	<p>People falling into a depth <2m</p>	<p>Pits to be left open as less as possible. Replacement pit or lid to be placed in the immediate vicinity and installed immediately.</p> <p>Prevent access by physical or visual barriers</p> <p>Works to never be conducted in isolation</p>
<p>Does the emergency response plan cover the requirements for the risks identified above?</p>		<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

SECTION 4 – SIGN-ON RECORD

Each person involved in doing the activity detailed in this SWMS must print their name and company, and sign and date below to indicate that they have had the opportunity to provide input for the development/ review of this SWMS, have read and understood this SWMS, and will comply with all requirements in it. Work must STOP if the activity changes, the controls are not effective, or there are new hazards/ risks identified.

[illegible]



Safe Work Method Statement (SWMS)



[illegible]

Reviewer	Name	Signature	Date
Supervisor: <i>(responsible for ensuring compliance with SWMS)</i>			
Responsible Person: <i>(responsible for reviewing SWMS content)</i>	Andrew Taylor – Kurt Lord		27/03/2018
Client/ Principal Contractor Representative: <i>(where applicable)</i>			


Safe Work Method Statement (SWMS)

SECTION 1 – GENERAL DETAILS									
SWMS Title:	SWMS009 – Litter & Hazard Removal		SWMS Number:	009	Date of Issue:	18 / 16 / 2018	Date of Review:	10 / 04 / 2018	
Description of Activity:	Litter removal – Removal of road hazards and dumped rubbish on/off roads – Beach cleaning				Activity Location:	Various- Vic Metropolitan area			
SWMS Developed By: (Name)	Salvatore Giuntalia	Version Number:	1.0	Expected Commencement Date:	18 / 06 / 2018	Expected Completion Date:	18 / 06 / 2020		
Emergency Plan Required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Emergency Contact Numbers:		Contract specific work supervisor					
First Aid Kit Required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Permits, Certificates, Approvals Required:		MOA					
Spill Kit Required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Plant/ Equipment Required:		Various					
PPE Required:	<input checked="" type="checkbox"/> High-visibility clothing	<input checked="" type="checkbox"/> Hat & sunscreen	<input checked="" type="checkbox"/> Safety Footwear	<input checked="" type="checkbox"/> Gloves	<input checked="" type="checkbox"/> Safety Eyewear	<input type="checkbox"/> Hearing Protection	<input type="checkbox"/> Dust Mask		
	<input checked="" type="checkbox"/> Long pants & sleeves	<input type="checkbox"/> Face shield	<input type="checkbox"/> Hard Hat	<input type="checkbox"/> Other: (Specify)					
SECTION 2 – HAZARD IDENTIFICATION A SWMS is only required if any of the risks below are identified. For activities not listed below, refer to a relevant work instruction to ensure work steps are understood. Stop Think Act Review ★ ★ ★ ★ Complete the STAR (stop, think, act, review) process to promote situational awareness.									
Critical Risks		High Risk Activities			Environmental Risks				
<input checked="" type="checkbox"/> Working in the vicinity of mobile plant/ moving vehicles <input checked="" type="checkbox"/> Uncontrolled movements of vehicles or loads <input type="checkbox"/> Working on/ near energised services/ HV/ LV electrical installations <input checked="" type="checkbox"/> Stored energy <input type="checkbox"/> Confined space entry <input checked="" type="checkbox"/> Crane operation and lifting equipment <input type="checkbox"/> People or objects falling >2m from height or to depth <input type="checkbox"/> Excavation and trenching >1.5m <input type="checkbox"/> Handling/ transporting hazardous substances & dangerous goods <input type="checkbox"/> High risk health hazards (ECM use only)		<input checked="" type="checkbox"/> Working near traffic or within a rail corridor or near shipping lanes <input checked="" type="checkbox"/> Asbestos removal/ disturbance <input type="checkbox"/> Demolition of load bearing structures <input type="checkbox"/> Work on/ near pressurised gas distribution mains or piping <input type="checkbox"/> Artificial extremes of temperature <input type="checkbox"/> Contaminated or flammable atmospheres <input type="checkbox"/> Structural alterations/ temporary support structures including scaffolding <input type="checkbox"/> Working near or over water with risk of drowning			<input type="checkbox"/> Work on/ near chemical, fuel or refrigerant lines <input type="checkbox"/> Work on/ near telecommunication towers <input type="checkbox"/> Work in a tunnel or shaft <input type="checkbox"/> Occupational diving <input type="checkbox"/> Tilt-up/ precast concrete <input type="checkbox"/> Use of explosives <input type="checkbox"/> Working in isolation <input checked="" type="checkbox"/> Hot work <input checked="" type="checkbox"/> Hazardous manual handling			<input type="checkbox"/> Working near drains, and waterways <input type="checkbox"/> Soil erosion <input type="checkbox"/> Working with hazardous liquids <input type="checkbox"/> Generation of regulated waste <input type="checkbox"/> Disturbance of flora or fauna <input type="checkbox"/> Potential to start fire <input type="checkbox"/> Generating excessive noise or dust <input type="checkbox"/> Working near heritage sites <input type="checkbox"/> Biosecurity/ weed spread	


Safe Work Method Statement (SWMS)

SECTION 3 – WORK ACTIVITY RISK CONTROLS		
High Risk Activity <i>List the activities associated with the hazards identified in section 2 (include photo/ image).</i>	Hazards & Risks <i>Identify the hazards and risks that may cause harm to workers or the public.</i>	Control Measures <i>Describe what will be done to control the risk. What will you do to make the activity as safe as possible?</i> <i>Refer to relevant Zero Harm risk register/ work instruction(s)/ procedure(s)/ standard(s) when detailing controls.</i>
Uncontrolled movement of vehicles or mobile plant.	<p>People and assets are at risk of being struck or crushed by the vehicle or mobile plant.</p> 	<p>All Downer controlled vehicles and plant are serviced, inspected daily (before use) and suited for the task.</p> <p>Daily pre-start vehicle or mobile plant check includes a park brake test.</p> <p>Vehicles are fitted with technology e.g. handbrake alarms, to alert any driver who attempts to alight from the vehicle before the handbrake is fully engaged.</p> <p>Downer controlled vehicles and plant are driven by drivers/operators who are fit for work, licensed and competent.</p> <p>All parked vehicles and plant are stable and secure and reversed parked wherever possible. Apply at least two forms of control. "Park on Flat" and "Test Operations" are best practice not control measures</p> <p>Plan each journey to select safest route and manage driver fatigue.</p> <p>No attempt will be made to re-enter a vehicle or mobile plant should a roll-away occur (as the person attempting this risks slipping and being run-over or crushed).</p>
Persons on foot in proximity to work site operating mobile plant and moving vehicles.	Workers, public pedestrians and work site visitors are at risk of being struck.	<p>Record on Pre-start risk assessment details of plant/ vehicle movement and parking specific to the job site and communicate to all worksite personnel.</p> <p>Plan the worksite movement of vehicles and mobile plant to eliminate all but unavoidable reversing.</p> <p>Keep public pedestrians and visitors from being able to enter the worksite without clear instructions</p> <p>Mobile plant operating zones and no-go/exclusion zones are planned, clearly delineated and communicated to the workforce. Maintain 10m separation at all time on the travel path of vehicle (RED ZONE)</p> <p>Strictly control the use of mobile phones and other devices which can cause major distraction for workers on foot.</p> <p>Mobile plant and vehicles are fitted with reversing alarms and cameras.</p> 


Safe Work Method Statement (SWMS)

<p>Working near traffic. Road hazard and rubbish removal from roadways</p>	<p>Workers, public pedestrians and work site visitors are at risk of being struck</p> 	<p>For Emergency Works/ Hazard removal that are required due to risks to public health and safety, the traffic management set up should be in accordance to generic TMP as best meets the requirements of the situation</p> <p>Develop TMP specific or amend generic TMP to the job site and communicate to all worksite personnel. Separation of travel paths to provide separate traffic routes for public vehicles Travelling through the worksite. Separate workers from the live traffic path by physical and/or visual barriers. Keep public pedestrians and visitors away from live traffic. Ensure Traffic Controllers are trained, certified and inducted in the TMP and required signage and equipment e.g. portable traffic lights. All traffic control signage in place and inspected and verified as correct and not damaged. Traffic speed limits clearly displayed and enforced. Strictly control the use of mobile phones and other devices which can cause major distraction for workers on foot. When necessary, use adequate lighting and/or perimeter controllers/spotters as an added control to ensure safe separation of people from live traffic flow</p>
<p>Asbestos removal/ disturbance</p>	<p>Health conditions from exposure to inhalable asbestos Failure to identify asbestos in the workplace</p>	<p>Training for the identification of asbestos delivered through toolbox meetings Exclusion zones to be set up around all asbestos sites and during removal. Where asbestos is identified, material shall be isolated from public and workers Trained and certified persons to undertake asbestos removal</p>
<p>Handling of Sharps & Needles</p>	<p>Injuries to personnel and MOP</p>	<p>Inspect work area to identify any sharps and needles. Do not touch the sharps with bare hands, ensure gloves are worn</p> <p>Use tongs or other to pick up the sharps do not pick up with hands Insert sharps needle end first into the container Appropriate gloves must be worn when removing sharps</p> <p>Until removal, ensure that the sharp/s has been isolated from workgroup members with a physical barrier, i.e. pickets and barrier tape, bollards</p>

Safe Work Method Statement (SWMS)

Hot Works – cutting of damaged assets	Potential to start fire. Burns to workers and MOP	All "Cold Cut" alternatives to eliminate the risk have been considered Works to be undertaken under the conditions of "Hot Work Permit" DA-ZH-FM041.1 Mandatory two person task Ensure that area is free of combustibles, flammable materials and adequately ventilated Personnel assigned to Fire Watch Responsibilities to be recorded on site Pre-Start Risk Assessment
Stored Energy – Removal of guard rail, trees, fences, barriers etc. (items damaged from traffic accident or weather conditions)	Workers or MOP hit by items causing injury 	Items to be assessed prior to undertake the task Workers to be positioned away from the Line of Fire taking into consideration the direction of stored energy items once energy is released. Exclusion zones, clearly delineated with barriers and warning signs, are established at the worksite to prevent access by unauthorised personnel

Safe Work Method Statement (SWMS)

<p>Cranes – lifting. Removal of road hazards including road kill</p>	<p>People and assets can be struck or crushed due to a poorly planned and executed lift and traverse.</p> <p>The crane and/or lifting equipment could fail to carry the load and tip or malfunction, placing the operator and any bystanders at risk of injury.</p> <p>The load could be located in its final position incorrectly and fall.</p> <p>Contact with overhead services</p> 	<p>Crane position and type confirmed. Ground conditions confirmed safe.</p> <p>Overhead power lines confirmed and spotter allocated (as required).</p> <p>Safest load traverse route confirmed.</p> <p>Items adjacent to the proposed load are secure and unable to be dislodged and move whilst the load is being handled or moved.</p> <p>Ensure stabilisers are used on stable ground</p> <p>Exclusion zones in place to keep unauthorised people a safe distance away during the lift.</p> <p>Before any load is lifted its weight (static and dynamic), lift points and/or centre of gravity must be confirmed.</p> <p>Load has weight label attached and/or engineering estimate available.</p> <p>All parts of load secured from movement when lifted.</p> <p>The SWL of the crane and lift equipment must never be exceeded (for both the static and dynamic weight of the load).</p> <p>The SWL of the crane and lift equipment must never be exceeded (for both the static and dynamic weight of the load).</p> <p>All slings, chain sets, lever blocks, chain blocks, lifting beams, shackles and crane hooks shall be marked with their safe working load (SWL). Lifting equipment shall have compliance plates/ tags/ labels/ stamps, as relevant for that piece of equipment</p> <p>Daily inspection on all lifting equipment are carried out</p> <p>The lift must only be executed by competent crane operator who is familiar with the crane in use</p> <p>Suspended load must never pass over a person Crane operator, MOP and/or other personnel on site</p>
<p>Hazardous Manual Handling Loading & Unloading vehicles and trucks</p>	<p>Musculoskeletal injury from manual handling</p> <p>Access to suitable lifting devices</p>	<p>Manual Handling risk assessment for hazardous tasks</p> <p>Lifting of heavy and awkward items is a mandatory 2 person task</p> <p>Manual Handling awareness training</p> <p>Vehicle loading cranes to be used when available</p>
<p>Does the emergency response plan cover the requirements for the risks identified above?</p>		<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

Safe Work Method Statement (SWMS)

SECTION 4 – SIGN-ON RECORD

! Each person involved in doing the activity detailed in this SWMS must print their name and company, and sign and date below to indicate that they have had the opportunity to provide input for the development/ review of this SWMS, have read and understood this SWMS, and will comply with all requirements in it. Work must STOP if the activity changes, the controls are not effective, or there are new hazards/ risks identified.

Name (Print)	Company	Signature	Date



Safe Work Method Statement (SWMS)

[illegible]




Reviewer	Name	Signature	Date
Supervisor: <i>(responsible for ensuring compliance with SWMS)</i>			
Responsible Person: <i>(responsible for reviewing SWMS content)</i>	Tony Grasso, Pasquale Bruni, Frank Romeo		10/04/2018
Client/ Principal Contractor Representative: <i>(where applicable)</i>			

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SECTION 1 – GENERAL DETAILS									
SWMS Title:	SWMS 010 – Toilet & BBQ Cleaning		SWMS Number:	010	Date of Issue:	18 / 06 / 2018	Date of Review:	24 / 11 / 2017	
Description of Activity:	Cleaning of Toilet and BBQ facilities including High Pressure washing				Activity Location:	Mornington Peninsula			
SWMS Developed By: (Name)	Salvatore Giuntalia	Version Number:	1.0	Expected Commencement Date:	18 / 06 / 2018	Expected Completion Date:	18 / 06 / 2020		
Emergency Plan Required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Emergency Contact Numbers:		Chris Godsil 0428914265 – Ash Oats 0408033221 – Tim Waldron 0403042751					
First Aid Kit Required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Permits, Certificates, Approvals Required:		None					
Spill Kit Required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Plant/ Equipment Required:		High Pressure Washer					
PPE Required:	<input checked="" type="checkbox"/> High-visibility clothing	<input checked="" type="checkbox"/> Hat & sunscreen	<input checked="" type="checkbox"/> Safety Footwear	<input checked="" type="checkbox"/> Gloves	<input checked="" type="checkbox"/> Safety Eyewear	<input type="checkbox"/> Hearing Protection	<input type="checkbox"/> Dust Mask		
	<input checked="" type="checkbox"/> Long pants & sleeves	<input type="checkbox"/> Face shield	<input type="checkbox"/> Hard Hat	<input type="checkbox"/> Other: (Specify)					
SECTION 2 – HAZARD IDENTIFICATION A SWMS is only required if any of the risks below are identified. For activities not listed below, refer to a relevant work instruction to ensure work steps are understood. Stop Think Act Review ★ ★ ★ ★ Complete the STAR (stop, think, act, review) process to promote situational awareness.									
Critical Risks		High Risk Activities			Environmental Risks				
<input checked="" type="checkbox"/> Working in the vicinity of mobile plant/ moving vehicles <input checked="" type="checkbox"/> Uncontrolled movements of vehicles or loads <input type="checkbox"/> Working on/ near energised services/ HV/ LV electrical installations <input checked="" type="checkbox"/> Stored energy <input checked="" type="checkbox"/> Confined space entry <input type="checkbox"/> Crane operation and lifting equipment <input type="checkbox"/> People or objects falling >2m from height or to depth <input type="checkbox"/> Excavation and trenching >1.5m <input checked="" type="checkbox"/> Handling/ transporting hazardous substances & dangerous goods <input type="checkbox"/> High risk health hazards (ECM use only)		<input checked="" type="checkbox"/> Working near traffic or within a rail corridor or near shipping lanes <input type="checkbox"/> Asbestos removal/ disturbance <input type="checkbox"/> Demolition of load bearing structures <input type="checkbox"/> Work on/ near pressurised gas distribution mains or piping <input type="checkbox"/> Artificial extremes of temperature <input type="checkbox"/> Contaminated or flammable atmospheres <input type="checkbox"/> Structural alterations/ temporary support structures including scaffolding <input type="checkbox"/> Working near or over water with risk of drowning			<input type="checkbox"/> Work on/ near chemical, fuel or refrigerant lines <input type="checkbox"/> Work on/ near telecommunication towers <input type="checkbox"/> Work in a tunnel or shaft <input type="checkbox"/> Occupational diving <input type="checkbox"/> Tilt-up/ precast concrete <input type="checkbox"/> Use of explosives <input checked="" type="checkbox"/> Working in isolation <input type="checkbox"/> Hot work <input type="checkbox"/> Hazardous manual handling			<input type="checkbox"/> Working near drains, and waterways <input type="checkbox"/> Soil erosion <input type="checkbox"/> Working with hazardous liquids <input checked="" type="checkbox"/> Generation of regulated waste <input type="checkbox"/> Disturbance of flora or fauna <input type="checkbox"/> Potential to start fire <input type="checkbox"/> Generating excessive noise or dust <input type="checkbox"/> Working near heritage sites <input type="checkbox"/> Biosecurity/ weed spread	

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SECTION 3 – WORK ACTIVITY RISK CONTROLS

High Risk Activity <i>List the activities associated with the hazards identified in section 2 (include photo/ image).</i>	Hazards & Risks <i>Identify the hazards and risks that may cause harm to workers or the public.</i>	Control Measures <i>Describe what will be done to control the risk. What will you do to make the activity as safe as possible?</i> <i>Refer to relevant Zero Harm risk register/ work instruction(s)/ procedure(s)/ standard(s) when detailing controls.</i>
<p>Stored Energy Refuelling and using the fuel powered HPC Unit</p> 	<p>Injuries to workers and public</p>  	<p>Check equipment is in good condition, repair or replace as required; Only use equipment in a well-ventilated area; Keep hair, jewellery and loose clothing etc away from fuel whilst refuelling;</p> <p>Always turn off the machine, stabilise and/or chock wheels up before refuelling; Ensure fuel cap is fitted properly after refuelling;</p> <p>Never leave the HPC Unit and equipment unattended whilst idling; Always wear suitable footwear, hearing protection, eye protection and other PPE as appropriate for the HPC unit;</p> <p>Store fuel only in approved and clearly identified containers. Immediately contain spills or leaks with the appropriate spill kit provided. Ensure correct PPE is used at all times during this process</p> <p>Erect suitable barricades and/or to make sure that pedestrians and/or vehicles are kept at a safe distance. Restrict access and make sure work area is kept clear;</p> <p>Make sure all structures to be cleaned are checked for loose tiles, bricks, concrete or any other items which may cause injury when cleaned under high pressure;</p> <p>Check recommended PSI of high pressure cleaner and select appropriate steel or stainless steel "stocking" type hose restraint; Make sure the maximum pressures and temperatures indicated on the machine plate are not exceeded;</p> <p>Turn off the machine and water supply if there is a fault or when repairing equipment; Always hold lance and pistol with both hands; Place the high-pressure water cleaner as far away from the cleaning area as possible;</p>

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Stored Energy (continued)		<p>Make sure the operator has a firm and steady footing and enough working space to use the correct posture;</p> <p>Never point the lance or water jet at yourself, other persons, animals, electrical units or equipment;</p> <p>Switch off the high-pressure water cleaner and water supply when not in use</p>
Handling Hazardous Substances when using cleaning products	Injuries to workers and public	<p>Consult manufacturer's Safety Data Sheet (SDS).</p> <p>Correctly identify, label and store all hazardous substances</p> <p>Make sure manufacturer's instructions are followed when using hazardous substances and managing spills;</p> <p>Wear recommended Personal Protective Equipment (PPE) to protect against fumes and contact with skin;</p> <p>Make sure hazardous substances are use in well ventilated areas</p> <p>Immediately contain spills or leaks with the appropriate spill kit provided. Ensure correct PPE is used at all times during this process.</p> <p>Do not use chemicals or cleaning products in the vicinity of drains or waterways;</p> <p>Ensure appropriate First Aid kits are available at all times.</p>
Uncontrolled movement of vehicles or mobile plant.	<p>People and assets are at risk of being struck or crushed by the vehicle or mobile plant.</p> 	<p>All Downer controlled vehicles and plant are serviced, inspected daily (before use) and suited for the task.</p> <p>Daily pre-start vehicle or mobile plant check includes a park brake test.</p> <p>Vehicles are fitted with technology e.g. handbrake alarms, to alert any driver who attempts to alight from the vehicle before the handbrake is fully engaged.</p> <p>Downer controlled vehicles and plant are driven by drivers/operators who are fit for work, licensed and competent.</p> <p>All parked vehicles and plant are stable and secure and reversed parked wherever possible. Apply at least two forms of control. "Park on Flat" and "Test Operations" are best practice not control measures</p> <p>Plan each journey to select safest route and manage driver fatigue.</p> <p>No attempt will be made to re-enter a vehicle or mobile plant should a roll-away occur (as the person attempting this risks slipping and being run-over or crushed).</p>

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Working in Isolation	Security of workers from Members of public Communication of injury or illness	Supervisor to receive communication of any incidents or injuries Ongoing communication with supervisor and manager Secure vehicles and workers to leave any hazardous environments
Working near traffic.	Workers, public pedestrians and work site visitors are at risk of being struck	Vehicles to be parked on designated parking bays. Loading & Unloading of vehicles to be undertaken from LHS away from passing vehicles. Keep public pedestrians and visitors away from live traffic. Strictly control the use of mobile phones and other devices which can cause major distraction for workers on foot. When necessary, use adequate lighting and/or perimeter controllers/spotters as an added control to ensure safe separation of people from live traffic flow
Persons on foot in proximity to work site operating mobile plant and moving vehicles.	Workers, public pedestrians and work site visitors are at risk of being struck. 	Record on Pre-start risk assessment details of plant/ vehicle movement and parking specific to the job site and communicate to all worksite personnel. Plan the worksite movement of vehicles and mobile plant to eliminate all but unavoidable reversing. Keep public pedestrians and visitors from being able to enter the worksite without clear instructions Maintain 10m separation at all time on the travel path of vehicle (RED ZONE) Strictly control the use of mobile phones and other devices which can cause major distraction for workers on foot. Mobile plant and vehicles are fitted with reversing alarms and cameras.
Confine Space (toilet block) carbon monoxide	Injury to workers and/or MOP	Petrol driven high pressure washer to be positioned outside toilet block at all times when in operation.
Handling of Sharps & Needles	Injuries to personnel and MOP	Inspect work area to identify any sharps and needles. Do not touch the sharps with bare hands, ensure gloves are worn Use tongs or other to pick up the sharps do not pick up with hands Insert sharps needle end first into the container Appropriate gloves must be worn when removing sharps Until removal, ensure that the sharp/s has been isolated from workgroup with a physical barrier, i.e. star pickets and barrier tape, bollards
Does the emergency response plan cover the requirements for the risks identified above?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 4 – SIGN-ON RECORD

Each person involved in doing the activity detailed in this SWMS must print their name and company, and sign and date below to indicate that they have had the opportunity to provide input for the development/ review of this SWMS, have read and understood this SWMS, and will comply with all requirements in it. Work must STOP if the activity changes, the controls are not effective, or there are new hazards/ risks identified.

[illegible]



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SECTION 5 – SWMS REVIEW			
Reviewer	Name	Signature	Date
Supervisor: <i>(responsible for ensuring compliance with SWMS)</i>			
Responsible Person: <i>(responsible for reviewing SWMS content)</i>	Kurt Lord, Naomi Rodgers		27/03/2018
Client/ Principal Contractor Representative: <i>(where applicable)</i>			