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## **Maintenance Services Agreement**

**Program Stream 1: Water  
Civil, Sewer Civil, and Sewer  
Cleaning**

**South East Water  
Corporation**

**Service Stream Maintenance  
Pty Ltd**

**South East Water Corporation**  
ABN 89 066 902 547

[www.southeastwater.com.au](http://www.southeastwater.com.au)



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**Date** 29 April 2022

**Parties** **South East Water Corporation** (ABN 89 066 902 547) (*South East Water*)

**Service Stream Maintenance Pty Ltd** (ACN 081 540 847) of Level 5, 655 Collins Street, Docklands, Victoria 3008 (*Industry Partner*)

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## Recitals

- A The Industry Partner represents to South East Water that it is experienced in the performance of maintenance services similar to the scope of services described in the Specifications and that it will provide the necessary resources, personnel, skill and expertise required in order to comply with all of its obligations under this Agreement.
- B South East Water and the Industry Partner agree that, if requested to do so, the Industry Partner will provide maintenance services to South East Water in accordance with the terms and conditions contained in this Agreement.

## Operative provisions

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### General Terms and Conditions

#### 1 Definitions and interpretation

##### Definitions

- 1.1 In this Agreement, unless the context requires otherwise:

**Activity** means an individual activity performed by the Industry Partner in order to complete a Task which has been awarded to the Industry Partner, as described in the Specifications

**Approvals** means all necessary approvals, consents, permissions and licences (and any condition or requirement under them) of any Authority which are required to carry out a Task.

**Authority** means and includes all or any national, state, municipal or other governmental, statutory or other such government approved authority or body having authority or jurisdiction over a Site or the performance of a Task.

**Business Day** means a day that is not a Saturday, Sunday or a day that is wholly or partially observed as a public holiday throughout Victoria,

**Change Event** means:

- (a) an act or omission of South East Water in default of its obligations under this Agreement;
- (b) a Variation directed by South East Water pursuant to clause 17.6;
- (c) a Suspension of a Task pursuant to clause 37.1 other than a suspension which was caused, or contributed to, by an act or omission of the Industry Partner or any of the Industry Partner's subcontractors or as a result of a Force Majeure event;
- (d) a Change in Law; and
- (e) a Force Majeure event, including any resulting Suspension of a Task pursuant to clause 37.1.

**Change in Law** means a change in Legislative Requirements which occurs after the Execution Date or in the case of a Quoted Works Task, submission of a Quoted Works Response which directly and materially affects the Industry Partner's performance of a Task.

**Code of Practice** means a code of practice as defined in, and approved under, the *Information Privacy Act 2000* (Vic).

**Commencement Date** means 1 October 2022.

**Completion** means that stage in the execution of a Task when the Task has been completed in accordance with the Specifications, including where applicable:

- (a) any tests which are required by South East Water, any Authority, or pursuant to any Legislative Requirement to be carried out have been carried out, completed and passed;
- (b) all necessary certificates and approvals required for the lawful use of the asset or required by the terms of this Agreement have been issued by all Authorities and provided to South East Water;
- (c) all rubbish, surplus material, temporary buildings and works, plant and equipment have been removed from the Site so as to leave the Site in a clean and tidy condition (except only those items which South East Water consents in writing to remain on the Site for the purpose of performing work during the Defects Liability Period); and
- (d) all other documents and data required under this Agreement to be provided have been provided to South East Water.

**Confidential Information** means all:

- (a) information about the terms or effect of this Agreement; and
- (b) information disclosed under or in connection with this Agreement which, by its nature or by the circumstances of its disclosure, is or could reasonably be expected to be regarded as confidential to:
  - (i) a party; or
  - (ii) any third party with whose consent or approval a party discloses that information.



**Control** has the meaning given in clause 50AA of the *Corporations Act 2001* (Cth).

**CPI** means the Consumer Price Index (All Groups) Weighted Average of Eight Capital Cities as first published for a Quarter by the Australian Bureau of Statistics, provided that if that index is no longer published:

- (a) then CPI will be another index which the parties agree to adopt; or
- (b) if the parties do not agree on another index, CPI will be the index nominated by the Australian Government Statistician as the index which is closest in its scope and operation to the Consumer Price Index (All Groups) Weighted Average of Eight Capital Cities.

**Date of Completion** means the date upon which the Industry Partner brings a Task to Completion.

**Declaration Notice** has the meaning given in clause 26.1

**Defect** means any defect, omission or fault in the work or services performed by the Industry Partner as part of a Task, including any failure to comply with the requirements of the Specifications.

**Defects Liability Period** means a period of 12 months, or such other period specified in the Specifications, commencing on the Date of Completion for a Task.

**Environmental Protection Act** means the *Environment Protection Act 2017* (Vic).

**Execution Date** means the date of execution of this Agreement.

**Force Majeure** means any event or circumstance the occurrence of which is beyond the reasonable control of the party affected and which that party is not reasonably able to prevent or overcome, resulting in or causing the failure by the party affected to perform any one or more of its obligations under this Agreement.

**General Environmental Duty** has the meaning given under section 25 of the *Environment Protection Amendment Act 2018* (Vic).

**GST** has the meaning in the GST Act.

**GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**GST Amount** means to the extent that the consideration expressed to be provided by the recipient (or any other entity) is:

- (a) monetary consideration – the amount calculated by multiplying the consideration payable by the recipient (excluding the amount payable as GST) for the relevant taxable supply by the prevailing GST rate; or
- (b) non-monetary consideration – the amount calculated by multiplying the GST inclusive market value of that consideration (excluding the amount payable as GST) by the prevailing GST rate.

**Hourly Rates** means the hourly rates, inclusive of In-Field Overhead and In-Field Profit, for Service Personnel (including subcontractors), vehicles, plant and equipment, in each case as specified in the Pricing Schedule.



**Industry Partner's Representative** means the person referred to in clause 6.1.

**In-Field Overhead** means an amount calculated in accordance with the Pricing Schedule which is included in Hourly Rates, UTAs, Risk Event prices, Service Call prices and Schedule of Rates prices to compensate the Industry Partner for a proportion of the Industry Partner's corporate and contract-related overheads.

**In-Field Profit** means an amount calculated in accordance with the Pricing Schedule which is included in Hourly Rates, UTAs, Risk Event prices, Service Call prices and Schedule of Rates prices to compensate the Industry Partner for a proportion of the Industry Partner's profit.

**Intellectual Property Rights** means all intellectual property rights and interests (including common law rights and interests) including all:

- (a) patents, trade marks, service marks, copyrights, registered and unregistered designs, trade names, domain names, symbols and logos;
- (b) patent applications and applications to register trade marks, service marks and designs;
- (c) methods, plans, data, drawings, specifications, characteristics, inventions, improvements, know how, experience, trade secrets, business processes, confidential information or other information; and
- (d) licences or similar user rights in respect of any such rights and interests.

**Job** means a high level maintenance service requirement awarded by South East Water to the Industry Partner pursuant to this Agreement, which may include one or more Tasks.

**Key Personnel** means the Service Personnel listed in Schedule 6 and **Key Person** means any one of them.

**KPI** means a key performance indicator described in the Performance League Table.

**Legislative Requirements** includes all applicable:

- (a) Acts, Ordinances, Regulations, by-laws and other subordinate legislation including the OH&S Legislation;
- (b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of the Works or Services, or which are otherwise necessary for the Industry Partner to perform its obligations under this Agreement; and
- (c) Australian Standards, the Building Code of Australia, Water Services Association of Australia codes, Melbourne Retail Water Agencies Codes, standards and specifications, and other codes of practice or industry standards.

**Management Services Fee (MSF)** means the management services fee to cover the cost of the Industry Partner's management and co-ordination support team, inclusive of MSF Overhead and MSF Profit, and all Objective-Oriented Costs including associated overhead and profit, as described and calculated in accordance with the Pricing Schedule.

**Materials Costs** means the Industry Partner's direct cost of materials incorporated into the work forming part of a Task which are stipulated in this Agreement to be reimbursable to the Industry Partner, including materials supplied by South East Water in accordance with clause 18.

**Modern Slavery Legislation** means the *Modern Slavery Act 2018* (Cth) and any similar legislation in force from time to time in Victoria.

**Month** means calendar month.

**MSF Overhead** means the fixed sum representing the Industry Partner's corporate overheads and a portion of the overheads associated with this Agreement which forms part of the MSF.

**MSF Profit** means the fixed sum representing a portion of the Industry Partner's profit associated with this Agreement which forms part of the MSF.

**Objective-Oriented Costs** means the Industry Partner's costs to deliver an Objective-Oriented Initiative, as described and calculated in accordance with the Pricing Schedule and which forms part of the MSF;

**Objective-Oriented Initiative** means a workplan that the Industry Partner proposes (and South East Water accepts) in response to a requirement notified by South East Water to the Industry Partner.

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

**OH&S Legislation** means all relevant health and safety legislation, including:

- (a) the OH&S Act;
- (b) the OH&S Regulations;
- (c) Australian Standards and all other regulations, advisory standards and codes of practice made under the OH&S Act or the OH&S Regulations; and
- (d) the Dangerous Goods Act 1985 (Vic), Dangerous Goods (Storage and Handling) Regulations 2012 (Vic) or the or the Environment Protection Act 2017 (Vic),

and any supporting documentation such as compliance codes, WorkSafe Positions and relevant guidance material.

**OH&S Plan** means the Industry Partner's occupational health and safety plan (including COVID-Safe Plan) submitted to South East Water under clause 12.1.

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

**Other Industry Partner** means other contractors authorised by South East Water to undertake work or services in Program Stream 1.

**Overall Total** has the meaning given in Schedule 1.

**Performance League Table** means the performance league table contained in Schedule 3.

**Performance Period** means a Quarter.

**Performance Security** has the meaning given in clause 7.1.

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

**Pricing Schedule** means the pricing schedule contained at Schedule 1.

**Program Stream 1** means the program stream for the performance of South East Water's water civil, sewer civil, and sewer cleaning activities, as described in the Specifications.

**Priority Level** means, the priority level assigned to a Task by South East Water using the priority classification system contained in Schedule 8 (as amended by South East Water from time to time and notified to the Industry Partner in writing).

**Quarter** means each period of 3 consecutive Months commencing on 1 January, on 1 April, on 1 July and on 1 October in each year during the Term.

**Quoted Works Response** has the meaning given in clause 17.2.

**Quoted Works Task** means work awarded to the Industry Partner in response to a Quoted Works Response.

**Reimbursable Task** means a Task which South East Water has notified the Industry Partner will be undertaken on a reimbursable basis.

**Related Body Corporate** has the meaning given in the *Corporations Act 2001* (Cth).

**Request for Quote** has the meaning given in clause 9.

**Risk Event** means an event specified in the Pricing Schedule which, if it applies, the amount specified in the Pricing Schedule will be added to the applicable UTA.

**Schedule of Rates Task** means a Task for which there is a fixed price contained in the Pricing Schedule.

**Security of Payment Act** means the *Building and Construction Industry Security of Payment Act 2002* (Vic).

**Service Call** means a service call that is a Task provided by the Industry Partner for the following purposes:

- (a) Giving advice to other authorities in relation to the water supply system or sewerage system;
- (b) Investigating reported faults in the water supply system or sewerage system;
- (c) Issuing a defect notice;
- (d) Investigating customer complaints regarding water quality and/or sewerage system and to answer enquiries and give advice generally, and
- (e) Performing minor works including but not limited to, taking a pressure or flow reading on a domestic water service, replacing a domestic water meter (meters supplied by South East Water at no cost to the Industry Partner), clearing a choked water meter, recording a water meter reading, placing a

restrictor on a supply, adjusting a restrictor or removing a restrictor from a supply.

**Service Personnel** means the Industry Partner's and its Subcontractors' direct employees and contract staff, whether full time or part time and whether temporary or permanent, that perform roles in connection with the performance of the Services.

**Services** means all services required for performance of a Task by the Industry Partner, as generally described in the Specifications.

**Shared Reporting Information** has the meaning given in clause 15.9.

**Shared Reporting Process** has the meaning given in clause 15.10.

**Share of Savings** has the meaning given in clause 29.2.

**Site** means the relevant site described in the Task.

**Site Conditions** means the physical conditions, dimensions and characteristics of the Site and its surroundings, including:

- (a) matters affecting transportation and access;
- (b) disposal, handling and storage of material;
- (c) water, power and other services;
- (d) all other matters which may affect the performance of a Task.

**Site Owner** means the legal owner or occupier of a Site.

**South East Water's Representative** means the person referred in clause 6.3.

**Specifications** means the specifications set out in Schedule 4.

**Specialist Services** means the specialist maintenance services which do not form part of the Services, which are to be procured independently by South East Water, as advised by or agreed with South East Water's Representative.

**Specialist Services Provider** means a contractor engaged by South East Water to provide Specialist Services.

**State Entity** means the Crown in the right of Victoria, Ministers of the Crown and a public body (as that term is defined under the *Financial Management Act 1994* (Vic));

**Subcontractor** means any organisation engaged by the Industry Partner for the performance of any portion of a Task.

**Supplier Code of Conduct** means the Supplier Code of Conduct issued by the Victorian Government for suppliers providing works or services to the Victorian Government (as amended from time to time).

**Support Services** means those services that are required for a Task but which South East Water deems to be outside the scope of services that the Industry Partner is obliged to provide through the Service Personnel and Subcontractors. South East Water intends these will be limited to emergency large tree removal, electricity pole holders, divers, condition assessment specialists, fencing, carpentry and glaziers.

South East Water may define additional support services. Additionally, Support Services may, for a Reimbursable Task or for a traffic management Risk Event situation, include traffic management service providers for a specific Task where agreed by South East Water's Representative.

**Support Service Costs** means costs incurred by the Industry Partner, and approved by South East Water, in procuring Support Services in relation to a Task, excluding any allowances for In-Field Profit and In-Field Overhead.

**Target Workload Percentage** means the target distribution of tasks between the Industry Partner and the Other Industry Partner, being 50/50 or 50% each as at the Commencement Date and as adjusted under clause 28. The Target Workload Percentage is calculated based on the cost to South East Water of all Tasks, except Quoted Works Tasks, that are completed by the Industry Partner in the relevant period.

**Task** means a Service Call or a work package forming part of a Job.

**Term** means a period of five years from the Commencement Date, subject to any extensions determined by South East Water in accordance with clause 3.3.

**Termination Date** has the meaning given in clause 38.1.

**Transition-In Period** means the period commencing on the date of this Agreement and ending on the Commencement Date.

**Travel Costs** means the costs of travel to the relevant Site of a Task which are payable to the Industry Partner in accordance with clauses 25.14 to 25.20.

**UTA Cost** means a cost that is designated to be an UTA Cost in the table within Schedule 5.

**UTA Task** means a Task to which a UTA applies.

**Upper Total Allowance or UTA** means the maximum amount payable by South East Water to the Industry Partner in relation to a particular Activity, as specified in the Pricing Schedule.

**Water Act** means the *Water Act* 1989 (Vic).

**Works Management System** means South East Water's works management system (currently a system known as "Montage").

**Variation** means any addition or deletion from the scope of any Quoted Works Task which is awarded to the Industry Partner, or from the resources or activities which are included within the MSF (including Industry Partner's management and co-ordination support team and any Objective-Oriented Initiatives).

## Interpretation

1.2 In this Agreement:

- (a) unless the context requires, a reference to:
  - (i) the singular includes the plural and vice versa;



- (ii) a gender includes all genders;
- (iii) a document (including this Agreement) is a reference to that document (including any Schedules and Annexures) as amended, consolidated, supplemented, novated or replaced;
- (iv) an agreement includes any undertaking, representation, deed, agreement or legally enforceable arrangement or understanding whether written or not;
- (v) a party means a party to this Agreement;
- (vi) an item, Recital, clause, Schedule or Annexure is to an item, Recital, clause, Schedule or Annexure of or to this Agreement;
- (vii) a notice means a notice, approval, demand, request, nomination or other communication given by one party to another under or in connection with this Agreement;
- (viii) a person (including a party) includes:
  - (A) an individual, company, other body corporate, association, partnership, firm, joint venture, trust or Authority;
  - (B) the person's successors, permitted assigns, substitutes, executors and administrators; and
  - (C) a reference to the representative member of the GST group to which the person belongs to the extent that the representative member has assumed rights, entitlements, benefits, obligations and liabilities which would remain with the person if the person were not a member of a GST group;
- (ix) a law includes any legislation, judgment, rule of common law or equity or rule of any applicable stock exchange, and is a reference to that law as amended, consolidated, supplemented or replaced and includes a reference to any regulation, by-law or other subordinate legislation;
- (x) proceedings includes litigation, arbitration and investigation;
- (xi) a judgment includes an order, injunction, decree, determination or award of any court or tribunal;
- (xii) time is to Melbourne time; and
- (xiii) the words "including" or "includes" means "including, but not limited to", or "includes, without limitation" respectively;
- (b) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) headings are for convenience only and do not affect interpretation of this Agreement;
- (d) if a payment is to be made on a day that is not a Business Day, then it must be made on the next Business Day; and



- (e) if a period must be calculated from, after or before a day or the day of an act or event, it must be calculated excluding that day.
- 1.3 This Agreement may not be construed adversely to a party only because that party was responsible for preparing it.

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## **2 Industry Partner Panel Agreement**

- 2.1 The Industry Partner acknowledges that it is one of two parties engaged by South East Water as the primary providers of maintenance services in respect of Program Stream 1.
- 2.2 South East Water may elect, in its sole discretion, to award a Task to the Industry Partner under this Agreement, or have that Task performed by the Other Industry Partner or a third party.
- 2.3 South East Water's decisions on the award of high priority Tasks (defined as P1 – P5) will focus on achieving service KPIs such as response and rectification times. The decision will, for example, take account of how close a competent and available field crew is to the site.
- 2.4 Award of other (i.e. lower priority) Tasks will be awarded with consideration to other factors that may include but are not necessarily limited to:
  - (a) expected cost;
  - (b) competency to perform the Task;
  - (c) priority and location of the Task;
  - (d) opportunities to 'bundle' Tasks (to take advantage of opportunities for cost efficiencies or enhanced non-cost performance);
  - (e) balanced "mix" of Tasks for each Industry Partner (to the extent reasonably possible); and
  - (f) target distribution of work across Industry Partners (for Low Priority Jobs only).
- 2.5 South East Water will use reasonable endeavours to award Tasks between the Industry Partner and Other Industry Partner generally according to the Target Workload Percentage. However, South East Water makes no representation or warranty as to the value, quantity, or frequency of Tasks to be awarded to the Industry Partner during the Term.
- 2.6 The Agreement does not:
  - (a) oblige South East Water to procure any works, goods or services from the Industry Partner; or
  - (b) preclude South East Water from procuring any works, goods or services from any third parties (including the Other Industry Partner).

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### **3 Term**

#### **Initial Term**

- 3.1 Clauses 1, 3, 6, 7, 12, 23, 33, 34, 38, 39, 40, 41, 42, 43, 47, 49, 50, and 51 commence on the Execution Date and, unless terminated earlier, will continue for the Term.
- 3.2 All other clauses of this Agreement commence on the Commencement Date and, unless terminated earlier, will continue for the Term.

#### **Extension to the Term**

- 3.3 South East Water may, in its sole and unfettered discretion, elect to extend the Term by further periods, by providing written notice to the Industry Partner advising of the extended term at any time prior to the expiry of the Term (as extended under this clause 3.3). However the Term may only be extended up to a further period of 5 years in aggregate.
- 3.4 If South East Water elects to extend the Term in accordance with clause 3.3 it shall allow the Industry Partner to make adjustments to pricing so as to reflect the prevailing superannuation guarantee levy for any extended period of the Term.

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### **4 South East Water's Key Obligations**

- 4.1 South East Water will:
  - (a) provide call centre and preliminary faults diagnosis and analysis functions;
  - (b) create Jobs and identify the necessary Tasks, assign a Priority Level to each Task and award Tasks to the Industry Partner or Other Industry Partner or a Specialist Services Provider or a third party (as determined by South East Water in its sole discretion);
  - (c) provide the Industry Partner with access to the Works Management System, laptops, SIM cards and field IT systems support as described in the Specifications;
  - (d) provide the Industry Partner with certain consumables and materials in accordance with this Agreement; and
  - (e) pay the Industry Partner in accordance with this Agreement.

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### **5 Industry Partner's Key Obligations**

- 5.1 Without limiting the Industry Partner's obligations under this Agreement, the Industry Partner must:
  - (a) perform all Tasks awarded to it by South East Water in accordance with this Agreement;
  - (b) perform the Services with due care, skill and diligence and applying appropriate and management procedures having regard to the scale and complexity of the Task and any associated risks;

- (c) proactively identify and avoid foreseeable risks associated with each Task, and, if it is not possible to avoid a risk, take all reasonable steps in the performance of the Task in order to mitigate that risk and its consequences.
- (d) comply with all Legislative Requirements in performing the Services and its obligations under this Agreement;
- (e) satisfy any written commitments provided by the Industry Partner to South East Water prior to the date of this Agreement in respect of the performance of the Services or of obligations under this Agreement ;
- (f) ensure all Service Personnel have the appropriate experience, training, licences, accreditations, permits, to perform the Activities that they may be required to perform;
- (g) ensure that all Service Personnel are registered where applicable with the appropriate professional bodies, including under the *Professional Engineers Registration Act 2019*;
- (h) supervise employees and Subcontractors and provide adequate resource management to ensure that Tasks are carried out efficiently and effectively and within the timeframes required under this Agreement;
- (i) to the satisfaction of South East Water provide sufficient information on resource availability (and timely amendments as resource availability changes), such as weekly and 24/7 duty rosters, seasonal resource contingency plans to meet peak work load fluctuations, forward availability and roster planning, public holiday resource escalation availability;
- (j) provide all vehicles, plant and equipment, tools of the trade, personal protective equipment, uniforms, materials (other than materials which South East Water is obliged to provide), necessary to perform each Task and its other obligations under this Agreement;
- (k) comply with any standards, policies or procedures of South East Water referred to in the Specifications or as notified by South East Water in writing from time to time;
- (l) comply with any management systems of South East Water as notified by South East Water in writing;
- (m) maintain and comply with comprehensive safety, environmental, quality management and business continuity systems. The Industry Partner's management systems must be certified to AS/NZS 4801, ISO 14001 and ISO 9001, ISO 22301 or equivalent; and
- (n) provide all co-operation and assistance to other contractors engaged by South East Water, as reasonably requested by South East Water.

5.2 The Industry Partner's obligations and liabilities under this Agreement remain unaffected notwithstanding any review, comment or approval of any document by South East Water under this Agreement.

**No Conflict**

- 5.3 The Industry Partner must not place itself in a position of any conflict of interest with the interests of South East Water with respect to the performance of any Task.

**Industry Partner's employees and subcontractors**

- 5.4 The Industry Partner is responsible for all acts and omissions of all Service Personnel and Subcontractors as if they were an act or omission of the Industry Partner for the purposes of this Agreement.
- 5.5 South East Water may direct the Industry Partner to remove from the performance of any Task, any person employed by the Industry Partner (including by any Subcontractor) who, in South East Water's reasonable opinion, is incompetent, negligent or guilty of misconduct.
- 5.6 The Industry Partner must:
- (a) ensure that the person the subject of a direction by South East Water pursuant to clause 5.5 is promptly removed from the performance of the Task and is not engaged to perform any other Task under this Agreement without South East Water's prior written consent;
  - (b) where necessary, arrange for a suitable replacement; and
- 5.7 The Industry Partner will not be entitled to any compensation or otherwise make any claim against South East Water in respect of a direction issued by South East Water pursuant to clause 5.5.

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**6 Representatives****Industry Partner's Representative**

- 6.1 The Industry Partner must appoint and at all times have a representative approved by South East Water to exercise its powers, duties, discretions and authorities under this Agreement (***Industry Partner's Representative***). Matters within an Industry Partner's Representative's knowledge (including directions received) will be deemed to be within the Industry Partner's knowledge. The Industry Partner's Representative must not be replaced without first obtaining the written approval of South East Water which will not be unreasonably withheld.
- 6.2 The Industry Partner must comply with a direction from South East Water to remove and replace the Industry Partner's Representative if South East Water forms the view that the Industry Partner's Representative is acting in a manner adverse to the best interests of South East Water.

**South East Water's Representative**

- 6.3 South East Water may appoint a representative to exercise its powers, duties, discretions and authorities under this Agreement (***South East Water's Representative***). South East Water must promptly notify the Industry Partner of any replacement of South East Water's Representative in writing. The appointment of a representative by South East Water will not prevent South East Water from exercising any function under this Agreement.

## 7 Performance Security

- 7.1 No later than 20 Business Days prior to the Commencement Date the Industry Partner must deliver to South East Water an irrevocable, unconditional bank guarantee in favour of South East Water from a bank or similar institution approved by South East Water in a form acceptable to South East Water in the amount of \$400,000.00 (**Performance Security**). The Performance Security is provided to secure the performance of the Industry Partner's obligations in accordance with this Agreement. The Industry Partner must ensure that the Performance Security is maintained in force at all times during the Term.
- 7.2 South East Water may have recourse, at South East Water's sole and absolute discretion, to the Performance Security where:
- (a) South East Water has provided written notice to the Industry Partner asserting a bona fide entitlement to payment of money (including by way of set off) by the Industry Partner under or in connection with this Agreement; or
  - (b) South East Water has provided written notice to the Industry Partner asserting that the Industry Partner is in breach of any of its obligations in connection with this Agreement (whether or not the financial consequences to South East Water of any such breach have been ascertained); and
  - (c) South East Water has given the Industry Partner no less than 5 Business Days written notice of its intention to have recourse to the Performance Security.
- 7.3 The Industry Partner must not at any time take steps to injunct or otherwise restrain or attempt to restrain:
- (a) any issuer of the Performance Security from paying South East Water pursuant to the Performance Security; or
  - (b) South East Water from:
    - (i) taking any steps to obtain payment under the Performance Security; or
    - (ii) using the moneys received under the Performance Security; or
    - (iii) exercising any other rights its has under the Performance Security.
- 7.4 The Industry Partner will have no entitlement arising out of, occasioned by or relating to South East Water's recourse to the Performance Security in accordance with clause 7.2.
- 7.5 Unless South East Water has exercised a right under clause 7.2, the Performance Security will be returned to the Industry Partner within twelve months following the termination or expiry of this Agreement providing all liabilities under this Agreement have been met.

### Parent Company Guarantee

- 7.6 No later than 20 Business Days prior to the Commencement Date, the Industry Partner must deliver to South East Water a deed of guarantee in the form attached at Schedule 7, executed by the parent company of the Industry Partner.



## 8 Task Award

### Award by South East Water

- 8.1 South East Water may award a Task to the Industry Partner electronically via the Works Management System, which will include, amongst other things:
- (a) information relating to the Job (to which the Task relates) as recorded in the Works Management System, including its location and asset specific details; and
  - (b) details of the specific Task which is awarded to the Industry Partner, including the Site and Priority Level.

### Acceptance of Award

- 8.2 The Industry Partner must accept each Task awarded to it by South East Water and complete each Task in accordance with this Agreement.

### Task Allocation / Dispatch

- 8.3 Decisions regarding the allocation/dispatch of a Task to the specific work crew of the Industry Partner that will perform the Task will be made by South East Water or the Industry Partner on a 24 hours per day, 7 day a week basis as follows:
- (a) For Tasks relating to Water assets: Allocation decisions will be made by South East Water for Tasks having Priority Levels 1-5, and by the Industry Partner 24/7 for Tasks of all other Priority Levels; and
  - (b) For Tasks relating to Sewer assets: Allocation decisions will be made by the Industry Partner for all Tasks.

### Industry Partner Delivery Obligations

- 8.4 The Industry Partner must:
- (a) carry out each Task in a good and workmanlike manner in accordance with this Agreement and all applicable Legislative Requirements;
  - (b) carry out each Task in the best interest of South East Water and in accordance with South East Water's Customer Charter;
  - (c) proceed regularly and diligently to execute each Task in accordance with the Specifications comply with the relevant response and rectification time listed in the Specifications according to the relevant Priority Level assigned to the Task;
  - (d) carry out each Task with the skill, care and diligence of an experienced contractor performing activities similar to the Task;
  - (e) supply or cause to be supplied everything necessary for the execution and completion of the whole of the Task including any construction plant, equipment and materials, and stocking its vehicles with those materials which are provided by South East Water; and
  - (f) ensure that its employees and the employees of any Subcontractors are courteous and are dressed in clean, tidy and appropriate manner.



### Issue notification

- 8.5 If, at any time, the Industry Partner comes to the reasonable opinion that:
- (a) part or all of a Task requires the performance of work or services which are outside the scope of the work and services to be performed under this Agreement (for example a specialist service is required), or
  - (b) the Industry Partner is unable to carry out the Task in accordance with this Agreement due to circumstances outside of the Industry Partner's reasonable control,
- the Industry Partner must immediately notify South East Water and include the Industry Partner's reasons for coming to that opinion.
- 8.6 Upon receipt of the Industry Partner's notification under clause 8.5, South East Water may, at its sole discretion:
- (a) award part or all of the Task to the Other Industry Partner or a third party;
  - (b) assign additional tasks to the Other Industry Partner or third parties;
  - (c) engage a Specialist Service Provider, at South East Water's expense, to provide Specialist Services required in order for the Industry Partner to undertake the Task; and/or
  - (d) change the Priority Level of the Task.
- 8.7 Where required, South East Water will provide reasonable co-ordination assistance between the Industry Partner and the Other Industry Partner or third party contractor appointed by South East Water following a notice from the Industry Partner under clause 8.5.

### Support Services

- 8.8 If the Industry Partner comes to the reasonable opinion that it requires Support Services in order to undertake a Task, it must provide written notification to South East Water setting out what Support Services are required, the likely costs associated with the Support Services and the reason why the Industry Partner believes Support Service are necessary.
- 8.9 All Support Service providers must be pre-approved by South East Water before they are first engaged by the Industry Partner. Additionally, on each occasion that the Industry Partner proposes to engage a Support Service provider in relation to a Reimbursable Task, it must demonstrate that sourcing has been through an appropriately competitive process
- 8.10 South East Water will only pay for Support Service Costs incurred by the Industry Partner in performing a Task if:
- (a) South East Water has pre-approved the Industry Partner procuring the relevant Support Services; and
  - (b) the Industry Partner has sourced and engaged the Support Service provider through an appropriate competitive process.

## Completion

- 8.11 As a requirement for Completion of each Task, the Industry Partner must input all information required by the Works Management System, including details of the action taken and time spent carrying out the Task (including any actions taken or time spent by Subcontractors).

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## 9 Change Events

- 9.1 If a Change Event has occurred, the Industry Partner must promptly give South East Water written notice of the Change Event which stipulates:
- (a) the relevant Change Event;
  - (b) the impact of the Change Event on the ability of the Industry Partner to undertake the relevant Task within:
    - (i) a fixed lump sum specified in a Quoted Works Response; or
    - (ii) the relevant UTA (if any),
 including the Industry Partner's estimated additional costs incurred directly resulting from the Change Event; and
  - (c) details of how the Change Event may otherwise affect the Industry Partner's other obligations under this Agreement.
- 9.2 The Industry Partner will be entitled to be paid its additional costs incurred directly resulting from any cause described in paragraphs (a), (b), (c) or (d) of the definition of Change Event.
- 9.3 If a Change Event results in savings to the Industry Partner, then the amount specified in a Quoted Works Response, relevant UTA, or relevant Hourly Rates (as applicable) will be reduced to reflect the savings to the Industry Partner.
- 9.4 Unless otherwise directed by South East Water, the Industry Partner must continue to perform its obligations under this Agreement, including bringing the Task to Completion in accordance with the Priority Level assigned to that Task, notwithstanding the occurrence or purported occurrence of a Change Event.
- 9.5 Subject to the Industry Partner making application for relief of abatement the Industry Partner may be entitled to relief from any abatement under this Agreement to the extent that South East Water's Representative determines (acting reasonably) that a Change Event has caused any underperformance of its obligations under this Agreement and such underperformance could not have been avoided by the Industry Partner taking reasonable mitigation steps.

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## 10 Subcontracting

### Subcontracting

- 10.1 The Industry Partner must not subcontract any part of its obligations under this Agreement (including in respect of any Task) to Subcontractors or suppliers without South East Water's prior written consent. South East Water's consent under this

clause 10.1 may be withheld subject to the Industry Partner providing South East Water with reasonable evidence that the relevant Subcontractor or supplier is suitably qualified or experienced to carry out the relevant obligation, including a copy of any subcontract between the Industry Partner and Subcontractor (if requested by South East Water).

- 10.2 The Industry Partner's obligations and liabilities under this Agreement are not affected by any subcontracting and the Industry Partner remains fully responsible for all acts and omissions of its Subcontractors and suppliers as if they were the acts or omissions of the Industry Partner. The Industry Partner enters into all subcontracts in its own right and not as agent of South East Water.

#### **Withdrawal of consent**

- 10.3 South East Water may withdraw its consent granted pursuant to clause 10.1 at any time by providing written notice to the Industry Partner. If South East Water withdraws its consent pursuant to this clause 10.3, the Industry Partner must immediately cease to subcontract the relevant portion of this Agreement.

## **11 Care of Work and Security**

### **Care and Security**

- 11.1 The Industry Partner will be responsible for the care of the work relating to a Task, for procuring access to the Site in accordance with South East Water's right of access to such Site, and managing any security arrangements relevant to a Task until the date the Industry Partner completes the works on the Site.
- 11.2 The Industry Partner will be responsible for the care and security of all materials and equipment (including unfixed materials and goods, temporary works and construction plant) used by the Industry Partner during the performance of a Task.

### **No nuisance**

- 11.3 The Industry Partner must not cause or allow its employees, agents or Industry Partners to carry out a Task in a manner which may cause any nuisance or other disturbance for which South East Water may become liable to any other person including adjoining residents, and other occupants of the Site or adjacent buildings.

### **Working on Site**

- 11.4 The Industry Partner must only carry out Tasks which are planned work and/or scheduled maintenance on Site during the hours of 7am to 7pm unless otherwise described in the Specification or directed by South East Water or agreed by the parties.
- 11.5 The Industry Partner must carry out urgent or emergency works on Site at any time in order to achieve Completion of a Task within the relevant response and rectification times listed in the Specifications according to the relevant Priority Level assigned to the Task.

### **Damage to property**

- 11.6 The Industry Partner must take all reasonable steps to avoid damage to property, other than to the extent that such damage is an unavoidable consequence of an

Activity. The Industry Partner shall utilise the services of the Dial Before you Dig System to determine the location of underground services on all planned works and emergency works prior to the commencement of any excavation.

- 11.7 If the Industry Partner damages the Site, adjoining property or other property the Industry Partner must promptly rectify the damage at its own cost and pay any compensation payable to the Site Owner. If the Industry Partner fails to rectify the damage within a reasonable time specified by South East Water, South East Water may have all such damage rectified by others and compensation paid to the Site Owner and the cost incurred by South East Water in doing so will be a debt due and payable by the Industry Partner to South East Water.

### Security of Site

- 11.8 The Industry Partner must ensure that at the end of each working day the Site is left in a secure and safe condition so that all security requirements are met.

### Industrial relations

- 11.9 The Industry Partner is responsible for the management of industrial relations on the Site in relation to the execution and completion of each Task.

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## 12 Industry Partner's Management Plans

- 12.1 The Industry Partner must prepare and submit a draft of the following plans to South East Water not less than 25 Business Days prior to the Commencement Date:
- (a) OH&S Plan;
  - (b) environmental management plan; and
  - (c) quality plan;
  - (d) business continuity plan; and
  - (e) industrial relations management plan
- (together the **Management Plans**).
- 12.2 Each of the Industry Partner's Management Plans must be consistent with the Industry Partner's relevant management system that it maintains in accordance with clause 5.1(m), sufficient to demonstrate the Industry Partner's compliance with all relevant Legislative Requirements and consistent with South East Water's policies and procedures referred to in the Specifications.
- 12.3 If, within 15 Business Days of South East Water's receipt of the Industry Partner's draft Management Plans, South East Water notifies the Industry Partner of any deficiencies in a draft plan, the Industry Partner must, at its own cost, prepare and submit a revised plan adequately addressing those matters within 5 Business Days of receipt of South East Water's notice.
- 12.4 The Industry Partner must comply with its Management Plans at all times when carrying out and completing each Task and performing its other obligations under this Agreement.

- 12.5 Should South East Water identify any non-conformance by the Industry Partner with any of its Management Plans, it may provide a non-conformance notice to the Industry Partner identifying the relevant non-conformance.
- 12.6 The Industry Partner must:
- (a) prepare a non-conformance report that responds to the non-conformance notice and, if requested by South East Water's Representative, provide a copy to South East Water; and
  - (b) rectify any non-conformances identified in a non-conformance notice within 5 Business Days (or other period that South East Water's Representative may agree) after receipt of a non-conformance notice from South East Water.
- 12.7 No receipt of, review of, comment on or acceptance or non-acceptance of any part of the Industry Partner's Management Plans by South East Water under this clause 12:
- (a) relieves the Industry Partner from any responsibility to comply with the requirement of this Agreement; or
  - (b) creates any liability or responsibility in South East Water for the content of the Industry Partner's plan or any actions of the Industry Partner in complying with the plan.

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### **13 Occupational Health and Safety**

#### **Principal Contractor**

- 13.1 South East Water and the Industry Partner acknowledge and agree that:
- (a) that all of the Service Personnel are under the control and direction of the Industry Partner; and
  - (b) South East Water will not exercise management and control over the area in which the each Activity is being undertaken..
- 13.2 For the purposes of OH&S Regulations and unless otherwise notified by South East Water to the Industry Partner, to the extent permitted by the OH&S Regulations, South East Water hereby:
- (a) appoints the Industry Partner as the "principal contractor" for executing the construction work forming part of each Task; and
  - (b) authorises the Industry Partner to exercise such authority of South East Water as is necessary to enable the Industry Partner to discharge the responsibilities imposed on a "principal contractor" by the OH&S Regulations.
- 13.3 Without limiting the Industry Partner's obligations under clause 13.1, the Industry Partner:
- (a) must ensure that each Activity is carried out in accordance with the requirements of the OH&S Legislation;
  - (b) must ensure compliance of its duties as 'principal contractor' under the OH&S Regulations;



- (c) will comply with any specific safety requirements of South East Water;
  - (d) is solely responsible for maintaining and supervising all safety precautions and programs; and
  - (e) must comply with all other Legislative Requirements relevant to safety, including issuing all notices to Authorities as required under the OH&S Regulations.
- 13.4 The Industry Partner must do all that is required to be done to enable South East Water to satisfy its obligations under the OH&S Legislation as far as they relate to the Services.

### **Incident Reporting**

- 13.5 The Industry Partner must notify South East Water promptly of:
- (a) any incident which must be notified to the Victorian Workcover Authority pursuant to any OH&S Legislation and includes an incident to which Part 5 of the OH&S Act applies;
  - (b) all incidents or accidents on Site involving death, illness or injury of any person, including near misses;
  - (c) any personal injury to a Service Personnel requiring treatment or consultation by a medical practitioner;
  - (d) all accidents involving loss of time or incidents with accident potential on Site such as equipment failure, slides, cave-ins and the like; and
  - (e) any "Prohibition Notices" or "Improvement Notices" issued to the Industry Partner or any person performing part of a Task by the Victorian Workcover Authority,

in respect of any work performed in the State of Victoria irrespective of whether that work is performed under this Agreement (collectively **Incidents**).

- 13.6 The Industry Partner's notification to South East Water under clause 13.5 must include details of:
- (a) the occurrence of the Incident;
  - (b) the location of the Incident;
  - (c) the cause of the Incident; and
  - (d) the consequences of the Incident,
- and must include copies of any notices issued by the Victorian Workcover Authority.
- 13.7 The Industry Partner must, as soon as practicable after an Incident, investigate the Incident with a view to:
- (a) fully understanding the cause of the Incident; and
  - (b) taking steps to prevent the circumstances which gave rise to the Incident from occurring in the future;



- (c) complete the investigation in accordance with this clause 13.7 within 5 Business Days of the Incident, unless the Incident is the subject of a WorkSafe investigation, in which case the investigation by the Contractor must be completed as soon as possible and no later than 3 Business Days after the WorkSafe investigation has concluded.

13.8 The Industry Partner must:

- (a) advise South East Water of the arrangements for and the timing of the investigation;
- (b) allow South East Water, if it desires to do so, to contribute to or participate in the investigation;
- (c) record the investigation in writing in a manner which results in an auditable record of the investigation and the matters referred to in clause 13.7; and
- (d) provide South East Water with a copy of the written record referred to in clause 13.8(c) within 5 Business Days of the investigation being concluded.

13.9 The Industry Partner must:

- (a) implement steps to prevent the circumstances which gave rise to the Incident from occurring in the future; and
- (b) notify South Water in writing of the steps taken by the Industry Partner by no later than 10 Business Days of the investigation being concluded under clause 13.713.6.

13.10 South East Water may instruct the Industry Partner to immediately suspend progress of any Task, or require the removal of any Service Personnel from a Task, if:

- (a) an Incident has occurred;
- (b) South East Water considers that the acts or omissions of the Industry Partner or its Service Personnel create a risk of an Incident occurring;
- (c) if South East Water is not satisfied with the investigation undertaken by the Industry Partner, or the steps taken by the Industry Partner to prevent the circumstances which gave rise to the Incident from re-occurring.

The Industry Partner must comply with any such instruction. When instructed to do so by South East Water, the Industry Partner must resume carrying out the Task.

13.11 This clause 13 overrides any other provision of this Agreement to the extent of any inconsistency.

**Other Contractor as Principal Contractor**

13.12 Where a third party contractor is present at a Site, the Industry Partner must contact South East Water who will advise the Industry Partner and the third party who is the "principal contractor" in respect of that Site.

13.13 Notwithstanding clauses 13.1 to 13.11, South East Water may notify the Industry Partner that a third party is the "principal contractor" in respect of a Site.

- 13.14 Notwithstanding any other provision of this Agreement, South East Water will only appoint one "principal contractor" in respect of a Site and the Industry Partner must comply with all directions from that party in respect of occupational health and safety requirements relating to that Site.

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## **14 Environmental Management Obligations**

- 14.1 The Industry Partner must comply with its General Environmental Duty at all times during the performance of the Services and its other obligations under this Agreement, by proactively eliminating, or otherwise reducing the risks of harm to human health of the environment arising from performance of the Services, as reasonably practicable. This includes (but is not limited to) ensuring:
- (a) appropriate storage, use and disposal of liquids and chemicals;
  - (b) management of wastes (including the selection and or appointment of the transporter or receiver of wastes);
  - (c) management of any activities that produce run off to stormwater;
  - (d) use and maintenance of plant and equipment in a manner that minimises the risks of harm to human health or the environment; and
  - (e) use and maintenance of systems for identification, assessment and control of risks of harm to human health and the environment; and
  - (f) providing appropriate information, instruction, supervision and training to any person engaging in the performance of the Services to enable compliance with the General Environmental Duty.

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## **15 Reporting and Information**

### **Information**

- 15.1 The Industry Partner must submit information to South East Water regarding the work undertaken pursuant to a Task via the Works Management System.

### **Reporting**

- 15.2 The Industry Partner must provide Service Personnel, safety, environmental and quality management reports in accordance with the Specifications and in a form acceptable to South East Water on a monthly basis.
- 15.3 The Industry Partner must immediately notify South East Water if it receives any improvement or clean up notices issued by an Authority in relation to a Legislative Requirement relating to the Environment and must immediately take steps necessary to comply with such notice.

### **Maintenance Partnership Meetings**

- 15.4 The Industry Partner's Representative must participate in:
- (a) a maintenance program meeting with South East Water's Representative (or a delegate) at least once per Month or as scheduled by South East Water's Representative (if less than once per Month); and

- (b) a contract performance meeting held at least once per Month and attended by South East Water's Representative (or a delegate), the Industry Partner's Representative and others that South East Water's Representative may request, in accordance with the Specifications; and
  - (c) any additional performance review reasonably requested by South East Water.
- 15.5 The Industry Partner must procure that all Service Personnel who will perform work or services pursuant to this Agreement attend induction, toolbox meetings, safety training, South East Water systems training, special safety meetings and other site specific training as reasonably required by South East Water.
- 15.6 The Industry Partner will not be entitled to any compensation for attendance at any meetings with South East Water in accordance with clauses 15.4 and 15.5.
- 15.7 South East Water's Representative (or a delegate) may attend any meetings of the Industry Partner relating to this Agreement.

#### **Shared Reporting Regime**

- 15.8 The Industry Partner acknowledges and agrees that this Agreement will be subject to the Shared Reporting Process.
- 15.9 The Industry Partner must:
  - (a) cooperate with, and provide any assistance reasonably required by, South East Water in relation to the Shared Reporting Process; and
  - (b) without limiting clause 15.9(a) provide to South East Water any information required by South East Water from time to time, within the time requested, for the purposes of the Shared Reporting Process (**Shared Reporting Information**).
- 15.10 The Industry Partner acknowledges and agrees that details of the Industry Partner's performance under this Agreement, including reports in relation to the Industry Partner's Performance League Table performance and the Shared Reporting Information, may be made available by South East Water to other government departments or agencies or municipal, public or statutory authorities (**Shared Reporting Process**), and taken into account by South East Water or those other government departments or agencies or authorities when considering the Industry Partner for future tendering and contracting opportunities.

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## **16 Key Personnel**

- 16.1 The Industry Partner acknowledges and agrees that:
  - (a) continuity of Key Personnel is particularly important to the efficiency of work under this Agreement;
  - (b) it will procure that the Key Personnel (or alternates reasonably approved by South East Water as provided in clause 16.1(d)) carry out the duties specified in relation to each of the Key Personnel specified in Schedule 6;

- (c) it must not commit or otherwise agree to a Key Person performing services in relation to other projects or otherwise within the Industry Partner's business which may compromise that person's ability or availability to carry out the duties specified in relation to that Key Person for the relevant period of commitment for that Key Person, as specified in Schedule 6;
- (d) as soon as practicable after it becomes aware that a Key Person is or will become unable to carry to the duties specified in relation to the relevant Key Person in Schedule 6 for the duration of the Term, the Industry Partner must nominate, for South East Water's consideration and approval (acting reasonably), a replacement person of equivalent skill, qualification, experience and competency to the Key Person that is being replaced and who will be available to carry out and complete the duties of the Key Person being replaced for the remainder of the Term with a minimum amount of disruption to the performance of the Industry Partner's obligations under this Agreement. If South East Water makes a reasonable objection to the nominated replacement person on the basis that this replacement person does not meet the above criteria, the Industry Partner must promptly nominate another replacement person who does meet the criteria.
- (e) if the Industry Partner removes a Key Person prior to the expiry of the relevant period of commitment for that Key Person as specified in Schedule 6 other than due to that person's resignation, death or incapacity, South East Water will be entitled (in its sole discretion) to withhold payment of the replacement person's cost for the first two months of the replacement person's appointment in connection with this Agreement.

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## 17 Quoted Works Tasks

- 17.1 South East Water may issue a notice to the Industry Partner requesting the Industry Partner to provide a written quote to South East Water to perform a Task (**Request for Quote**). South East Water may take into account the Industry Partner's performance, amongst other considerations, when deciding whether to issue such a Request for Quote.
- 17.2 If the Industry Partner is unable to provide a quote, it must promptly advise South East Water of the reason that it is unable to do so. The Industry Partner must otherwise provide a quote to South East Water in response to a Request for Quote by the date specified in the Request for Quote (**Quoted Works Response**).
- 17.3 A Quoted Works Response prepared by the Industry Partner must contain a quote for the Industry Partner to carry out the relevant Task, calculated on the basis requested by South East Water in the Request for Quote, and be otherwise prepared and submitted in accordance with all requirements and conditions of the Request for Quote.
- 17.4 South East Water may, in its sole and unfettered discretion, accept the Industry Partner's Quoted Works Response by awarding the Task to the Industry Partner in accordance with clause 8. In that case the Industry Partner will be entitled to be paid in accordance with the Quoted Works Response in respect of that Task.
- 17.5 The Industry Partner will have no entitlement to claim any costs incurred by it in preparing and submitting a Quoted Works Response.



### Variation of Quoted Works Task

- 17.6 South East Water may, by written notice to the Industry Partner (**Variation Notice**), direct a Variation of a Task. If South East Water provides a Variation Notice, the Task is deemed to have been amended as of the date of the Variation Notice.
- 17.7 A Variation of a Task pursuant to clause 17.6 will not affect any rights or obligations of the parties which arose prior to the date of the Variation Notice.

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### 18 South East Water Supplied Materials

- 18.1 Certain materials are to be supplied by South East Water as described in Schedule 5 and the Specifications South East Water's storage depots are currently located at Lynbrook (all materials) and Heatherton (limited range of pipes and fittings). South East Water requires reasonable notice to support any outside hour's access for materials not held within the after hours access area.

#### Quasi-Free Issue process

- 18.2 The Industry Partner will be required to pay for "quasi-free issued" material supplied by South East Water at the rates determined by South East Water from time to time.
- 18.3 The Industry Partner must record in the Works Management System, the use of any "quasi-free issued" materials supplied by South East Water in respect a Task. The Industry Partner will be required to record against the relevant Task all pipes and fittings that are used (including any pipe off-cuts that are discarded). Photographic evidence will be required via the Works Management System. South East Water will perform a periodic reconciliation between the cost of pipes and fittings recorded against Tasks and the cost of pipes and fittings supplied to the Industry Partner.
- 18.4 South East Water will invoice the Industry Partner for "quasi-free issued" materials supplied by South East Water to the Industry Partner. South East Water may, at its discretion:
  - (a) set off any amount payable by the Industry Partner to South East Water in respect of such consumables and other materials from any amount owing by South East Water to the Industry Partner under this Agreement; or
  - (b) stipulate alternate payment terms in the invoice.
- 18.5 If and to the extent that the Industry Partner uses "quasi-free issued" materials supplied by South East Water in the performance of a Task, the Industry Partner will be entitled to payment for such materials (at the current rate charged by South East Water to the Industry Partner at that time) as part of the Industry Partner's payment for the performance of that Task.
- 18.6 If and to the extent that:
  - (a) the Industry Partner procures materials from an alternative supplier in the performance of a Task; and
  - (b) those materials were available from South East Water as "quasi-free issued" materials,



the Industry Partner will be entitled to be reimbursed for its actual costs of procuring such materials (excluding margin) up to a maximum amount equal to the current rate charged by South East Water to the Industry Partner at that time, as part of the Industry Partner's payment for the performance of that Task

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## **19 Industry Provider Supplied Materials**

- 19.1 Certain materials are to be supplied by the Industry Partner as described in Schedule 5 and the Specifications.

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## **20 Spoil and Contaminated Material Disposal**

- 20.1 Where spoil and contaminated materials need to be transferred offsite for disposal or recycling, the Industry Partner will be required to record, via the Works Management System for each Task, the volume of material to be transferred to a suitable facility. The Industry Partner must dispose of such materials at the Industry Partner's nominated EPA compliant sites.
- 20.2 The cost of transport and disposal of spoil and contaminated material are treated as follows:
- (a) Transport of spoil or contaminated material is inclusive under the UTA where applicable.
  - (b) the costs of disposal of contaminated materials are to be reimbursed, provided that:
    - (i) Disposal of any spoil or contaminated material will require an invoice (and any other official document) from the appropriate facility. This record must show the volume of waste disposed, the appropriate classification, and the cost.
    - (ii) Whilst the volumes of spoil and contaminated material are to be recorded on the works management system for each Task, there will be no payment for spoil disposal at Task level. Cost reimbursement will take place on a monthly basis following reconciliation of the volumes disposed.
  - (c) If the spoil isn't contaminated, the Industry Partner is required to backfill the excavation with the surplus materials. Alternatively, the materials can be disposed of at an appropriate site that doesn't require an EPA approved landfill site. The Industry Partner must provide evidence in the Works Management System that the spoil isn't contaminated.
  - (d) The cost for disposal of minor waste, such as contaminated rags/materials and waste oils, is to be borne by the Industry Partner.
  - (e) South East Water will carry out periodic reconciliations between the volumes of materials disposed of, or sent to landfill with the Works Management System Task data. Any excess of volumes claimed by the Industry Partner compared to volumes reasonably recorded on the Works Management System will be borne by the Industry Partner. Reconciliation of spoil quality will

also be conducted, ensuring reasonable steps have been taken to separate contaminants.

- (f) At the end of the month these costs will be assessed via a sum of the total number of tasks where disposal has been added in the materials section.
- (g) Auditing will be undertaken of the material separation, holding and testing to ensure it is being managed to achieve environmental and economic benefits.

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## **21 Defective Work**

- 21.1 The Industry Partner must promptly correct Defects in its works and the rectification costs will be borne by the Industry Partner and will be treated as a cost to the relevant Task.
- 21.2 When deemed necessary by South East Water, the Task relating to the Defect rectification work may be awarded to the Other Industry Partner, and the Industry Partner will be liable for the costs incurred by South East Water.
- 21.3 Requirements in respect of Defects are described in more detail in the Specification.

### **Defects Liability Period**

- 21.4 The Defects Liability Period for each Task will commence on the relevant Date of Completion.
- 21.5 Without prejudice to South East Water's statutory or general law rights, at any time prior to the expiration of the Defects Liability Period, South East Water may direct the Industry Partner in writing to rectify any Defect which exists at the Date of Completion or which becomes apparent during the Defects Liability Period, at the Industry Partner's sole expense and cost. Such notification will assign a Priority Level to the rectification work.

### **Inspection**

- 21.6 South East Water may inspect any Task undertaken by the Industry Partner for the purpose of verifying the Industry Partner's compliance with its obligations under this Agreement. The Industry Partner must provide all access, assistance and information requested by South East Water to facilitate such an inspection.

### **Failure to rectify**

- 21.7 If the Industry Partner fails to respond and rectify any Defect in accordance with the required response and rectification times, South East Water may have the rectification work carried out by an Other Industry Partner or a third party and the cost of the rectification incurred by South East Water will be a debt due and payable by the Industry Partner to South East Water.

### **No inconvenience**

- 21.8 The Industry Partner must carry out rectification work in such manner as will cause as little inconvenience to South East Water or Site Owner as is reasonably possible.

## **Urgent Repairs**

- 21.9 Notwithstanding any other provision of this clause 21, South East Water may at any time before or after Completion, in its sole and absolute discretion, engage a third party (including the Other Industry Partner) to rectify any Defects which South East Water considers to be an emergency or requiring urgent rectification, without prior notice to the Industry Partner. Any costs incurred by South East Water in relation to the rectification of such Defects will be a debt due from the Industry Partner to South East Water.

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## **22 Insurance**

### **Works insurance**

- 22.1 At all times during the Term, the Industry Partner must effect and maintain a works insurance policy which must:
- (a) cover the respective rights and interests and liabilities of the Industry Partner, South East Water and Subcontractors arising out of carrying out of any Task;
  - (b) insure the works, construction plant and equipment, scaffolding and material incorporated or to be incorporated into the Industry Partner's works;
  - (c) provide insurance cover for an amount in respect of any one occurrence of not less than the value of the Tasks being undertaken by the Industry Partner at any given time; and
  - (d) be maintained until the end of the Defects Liability Period in respect of the final Task performed by the Industry Partner under this Agreement.

### **Public liability insurance**

- 22.2 At all times during the Term, the Industry Partner must effect and maintain a public liability insurance policy which must:
- (a) cover the respective rights and interests and liabilities to third parties of the Industry Partner, South East Water and Subcontractors arising out of carrying out of any Task;
  - (b) cover the parties' respective liability to each other for loss or damage to property and the death of or injury to any person (other than liability which the law requires to be covered under a workers compensation insurance policy) arising out of the performance of any Task;
  - (c) be endorsed to cover the use of any construction plant not covered under a comprehensive or third party motor vehicle insurance policy or under clause 22.5;
  - (d) provide insurance cover for an amount in respect of any one occurrence of not less than \$20 million and not less than \$1 million for property in the Industry Partner's care, custody and control; and
  - (e) be maintained until the end of the Defects Liability Period in respect of the final task performed by the Industry Partner under this Agreement.

**Insurance of employees**

- 22.3 At all times during the Term, the Industry Partner must effect and maintain insurance against statutory and common law liability for death of or injury to persons employed by the Industry Partner and, where permitted by law, the insurance must be extended to provide indemnity for South East Water's statutory liability to the Industry Partner's employees.
- 22.4 The Industry Partner must ensure that all Subcontractors have similarly insured their employees.

**Motor Vehicle Insurance**

- 22.5 At all times during the Term, the Industry Partner must effect and maintain compulsory third party motor vehicle insurance as required by the Transport Accident Commission and motor vehicle insurance covering third party property damage in respect of all registrable vehicles to be used by the Industry Partner in connection with the performance of a Task by the Industry Partner which provides insurance cover for an amount in respect of any one occurrence of not less than \$20 million. The Industry Partner must ensure that every Subcontractor is similarly insured.

**Proof of insurance**

- 22.6 All insurance policies must be placed with insurers of Standard & Poors or equivalent agency rating of not less than A-.
- 22.7 The Industry Partner must provide South East Water with proof of the currency of all of the insurances which the Industry Partner is required to effect and maintain on the Execution Date and whenever requested in writing by South East Water during the Term. If the Industry Partner does not provide such proof of currency within 10 Business Days of South East Water's request, South East Water may procure any such insurance and the premium paid by South East Water will be a debt due from the Industry Partner to South East Water.

**Deductibles and Settlement of claims**

- 22.8 The Industry Partner will be responsible for payment of any excess or deductible under each insurance policy to be effected and maintained by the Industry Partner under this Agreement, except where the relevant claim results directly from an act or omission of South East Water or its consultants, agents or other contractors (not being employed by the Industry Partner).

**Cross liability**

- 22.9 Where insurance is effected in joint names the insurance policy must provide that insofar as the policy may cover more than one insured, all insuring agreements and endorsements (with the exception of limits of liability) operate in the same manner as if there were a separate policy of insurance covering each party comprising the insured. The policy must also provide that the insurer waives all rights, remedies or relief to which it might become entitled by subrogation against any of the parties comprising the insured.

## 23 Transition-in Fee

The Transition-in Fee is a fixed fee specified in the Pricing Schedule, which will be payable upon achievement of the milestones set out in the Pricing Schedule.

## 24 Management Services Fee

24.1 The Management Services Fee consists of:

- (a) MSF Profit;
- (b) MSF Overhead;
- (c) the costs of the Industry Partner's management and co-ordination support team, whose costs are reimbursed based on hours actually worked, up to the relevant daily cap for the relevant resource as specified in the Pricing Schedule; and
- (d) any agreed Objective-Oriented Costs.

24.2 Apart from Objective-Oriented Costs, for which payment terms will be agreed on a case-by-case basis, the Industry Partner will be entitled to payment of the Management Services Fee for each month of the Term, commencing on the Commencement Date.

### Management and Coordination Personnel

24.3 The Industry Partner must provide management and coordination personnel (such as managers, supervisors, schedulers, data analysts) sufficient to provide all capabilities that may be required in relation to the Industry Partner's obligations under the Agreement but are essentially independent of contract activity levels, in accordance with the Pricing Schedule and subject to the annual cap stated therein. Corporate / Head Office roles are not regarded as management and coordination personnel except where they will have a very direct and specific involvement in the engagement.

### Objective-Oriented Costs

24.4 Objective-Oriented Costs are the Industry Partner's costs to deliver Objective-Oriented Initiatives that it proposes (and South East Water accepts) to provide additional or specialist resources (including consultants) in response to a request by South East Water to the Industry Partner from time to time.

24.5 The additional or specialised resources provided by the Industry Partner which are the subject of Objective-Oriented Costs may be part time, on a salaried or hourly rates basis, calculated in accordance with the Pricing Schedule unless otherwise agreed. Where South East Water's requirement includes engagement of specialist contractors, an agreed management fee may payable to the Industry Partner. Payment for Objective-Oriented Costs may be under a fixed price, capped fee or other arrangement and will be agreed between the parties on a case-by-case basis and will form part of the Management Services Fee.



## **25 In-Field Works Costs**

- 25.1 Infield works costs are the amounts payable to the Industry Partner for Tasks awarded to the Industry Partner, which will vary according to the volume and mix of Tasks awarded.
- 25.2 The "infield works costs" payable to the Industry Partner for UTA Tasks, and Reimbursable Tasks are set out in the table contained in Schedule 5 and further described below.
- 25.3 The "infield works costs" payable to the Industry Partner for Quoted Works Tasks, Schedule of Rates Tasks and Service Calls are set out below.

### **UTA Tasks**

- 25.4 The Industry Partner's entitlement to payment for each UTA Task will be calculated in accordance with the relevant UTA and any applicable Risk Events stated in the Pricing Schedule and as further described in Schedule 5.
- 25.5 In respect of a UTA Task, South East Water will pay the Industry Partner on the basis of the:
  - (a) Hourly Rates (including Travel Costs); and
  - (b) Materials Costs calculated in accordance with Schedule 5.
- 25.6 Subject to clauses 25.7 and 25.8, the Industry Partner's maximum entitlement to payment for UTA Tasks will be limited to a maximum amount equal to the relevant UTA applicable to the Activity carried out by the Industry Partner.
- 25.7 Where a Risk Event applies for a particular Task, and the Industry Partner provides evidence to the satisfaction of South East Water, the UTA for that Task is increased by the dollar value for the applicable Risk Event as specified in the Pricing Schedule.
- 25.8 South East Water's Representative may, in its sole discretion, authorise additional costs to be claimed in addition to an UTA in exceptional circumstances where an UTA Task varies materially outside its reasonably expected scope. In those circumstances, South East Water's response may include, without limitation, treating some or all elements of the Task on a reimbursable basis or allowing an increase in the UTA applicable to that Task by a fixed amount.

### **Support Services**

- 25.9 Where the Industry Partner procures Support Services in respect of an UTA Task, South East Water will reimburse the Industry Partner for its Support Services Costs.

### **Reimbursable Tasks**

- 25.10 In respect of a Reimbursable Task, South East Water will pay the Industry Partner on the basis of:
  - (a) Hourly Rates;
  - (b) Materials Costs; and
  - (c) Support Service Costs incurred in respect of that Task,

as further described in Schedule 5.

#### **Quoted Works Tasks**

- 25.11 In respect of a Quoted Works Task, South East Water will pay the Industry Partner on the basis set out in the Quoted Works Response in respect of that Task, as adjusted in accordance with clause 28.

#### **Schedule of Rates Tasks**

- 25.12 In respect of a Schedule of Rates Task, the Industry Partner will be entitled to be paid the fixed lump sum price for that Task as specified in the Pricing Schedule, which is deemed to be inclusive of all In-Field Overheads and In-Field Profit.

#### **Service Calls**

- 25.13 For a Service Call, the Industry Partner will be entitled to be paid the fixed lump sum price as specified in the Pricing Schedule. Payment for a Service Call is only made where the activities do not result in work for which separate payment is made (e.g. where the activities become part of work under an UTA Task).

#### **Travel Costs**

- 25.14 Schedule of Rates Tasks and Service Calls are deemed to be inclusive of travel costs and therefore the Industry Partner is not entitled to claim associated costs of travel.
- 25.15 For Reimbursable Tasks, subject to clause 25.20, the Industry Partner shall be entitled to claim its costs of travel incurred, at the applicable Hourly Rates, in respect of travel to the relevant Site of a Task.
- 25.16 For UTA Tasks, the Industry Partner may include within an UTA a sum relating to the costs for travel to the relevant Site of a Task. That sum may comprise an amount for any resource that has an Hourly Rate, and in each case for a single trip (to the Site) that, subject to clause 25.17, is no greater than 1 hour.
- 25.17 In very rare situations, South East Water may agree to an UTA where the need for longer travel times is inherent in the methodology for the Activity.
- 25.18 Subject to clause 25.20, the Works Management System will allow travel costs to be recorded against the Task up to a maximum of the relevant sum included in the applicable UTA.
- 25.19 Subject to clause 25.20, the Industry Partner shall be entitled to claim its costs of travel incurred, at the applicable Hourly Rates, in respect of travel to the relevant Site of a Task (eligible Travel Costs), as part of its costs claim against the relevant UTA in accordance with clause 25.5.
- 25.20 Unless otherwise agreed by South East Water's Representative prior to the Industry Partner's submission of a claim for the Task, the Industry Partner shall not be entitled to payment for:
- (a) the cost of travel in respect of 'travel to work' time in respect of the first Activity undertaken by Service Personnel or other resources on a day or shift; or
  - (b) the cost of travel in respect of any resource where the travel time exceeds 1 hour; or

- (c) the cost of travel relating to a trip that is not the first trip of the day/shift to the relevant Site of the Task; or
- (d) the cost of travel that relates to a resource that is not identified in the UTA build-up calculations.

### Hourly Rates for vehicles, plant and equipment

- 25.21 Unless otherwise agreed in writing by South East Water, the Hourly Rates will apply to all applicable vehicles, plant and equipment specified in the Pricing Schedule, regardless of whether they are owned or hired by the Industry Partner.
- 25.22 If the vehicle, plant or equipment does not have an appropriate Hourly Rate specified in the Pricing Schedule then the Industry Partner's hire rates apply, excluding delivery, pickup, afterhours surcharges, holding fees, cleaning fees, environmental fees, refuelling costs, insurance fees and with no additional amount (relating to profit, overheads or anything else), provided that the Industry Partner obtained South East Water's approval of the hire prior to commencement of the Task, unless otherwise agreed by South East Water prior to commencement of the relevant Task.
- 25.23 On each occasion that the Industry Partner proposes to hire vehicles, plant or equipment in relation to a Reimbursable Task it must demonstrate that sourcing has been through an appropriately competitive process

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## 26 Payment Procedure

- 26.1 Within five Business Days following the end of each Month, South East Water will provide Industry Partner with:
  - (a) South East Water's calculation of the Management Services Fee payable for the relevant Month;
  - (b) a listing of the Tasks that achieved Completion for the relevant Month;
  - (c) a listing of any Quoted Works Task that has achieved a payment milestone (if specified in a Quoted Works Response and accepted by South East Water) during the relevant Month;
  - (d) details of how Tasks have been priced in accordance with this Agreement;
  - (e) listing of amount payable to the Industry Partner in respect of each Task;
  - (f) details of any Share of Savings payable to the Industry Partner in respect of UTA Tasks performed that Month;
  - (g) details of any financial abatements or reversal of abatements calculated in accordance with Schedule 3;
  - (h) details of any amount payable by the Industry Partner to South East Water (excluding materials procured through the South East Water's stores and handled through a separate process); and
  - (i) a declaration of total net liability in respect of the above,

based on the information contained in the Works Management System where relevant (**Declaration Notice**).

- 26.2 Within five Business Days of receipt of a Declaration Notice, the Industry Partner must either approve or dispute the Declaration Notice. If the Industry Partner disputes an amount specified in the Declaration Notice, it must provide details of the disputed amounts and its reasons for disagreeing with South East Water's assessment. If the parties have not resolved the dispute within 10 Business Days of the Industry Partner's notice under this clause 26.2, the dispute will be resolved in accordance with clause 39.
- 26.3 If agreement is reached within the five Business Days of the receipt of the Declaration Notice, or if the Industry Partner does not notify South East Water of any disputes in respect of the Declaration Notice within five Business Days of the date of the Declaration Notice, the Industry Partner is deemed to have accepted the Declaration Notice.
- 26.4 If the Industry Partner accepts (or is deemed to have accepted) the details contained in the Declaration Notice, the Industry Partner must issue a Tax Invoice to South East Water for the amount of the Declaration Notice (or in the case of a Declaration Notice which has been partially disputed, the undisputed amount of the Declaration Notice), and South East Water must pay the Industry Partner the amount specified in the Tax Invoice within 10 Business Days following the date of the Tax Invoice.
- 26.5 A Tax Invoice is not evidence of the value of the work or services carried out for a Task or an admission of liability or that any Task has been carried out satisfactorily by the Industry Partner and payment of moneys will be payment on account only, and remains subject to audit under clause 36.

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## 27 Escalation

- 27.1 On each anniversary of the Commencement Date, each UTA, Hourly Rate, Service Call cost, MSF Profit and MSF Overhead, Schedule of Rates prices, Risk Event prices and hourly and daily rates for management and co-ordination personnel as specified in the Pricing Schedule (**Prices**) will be escalated in accordance with the following formula:

$$P_n = BP \times \left[ \frac{CPI_{n-1}}{CPI_{BP-1}} \right]$$

where:

- $P_n$  = the relevant Price for financial year 'n', i.e. after the adjustment;
- $BP$  = the relevant Price for the base period financial year, as listed in the Pricing Schedule;
- $CPI_{BP}$  = the CPI for the Quarter ending 31 March in the financial year immediately preceding the base period financial year; and
- $CPI_{n-1}$  = the CPI for the Quarter ending 31 March in the financial year immediately prior to financial year 'n'.

For example:

A Price that is stated to be expressed in dollars current in 2022-2023 (denoted "UTA (\$2022-2023)" or similar) is to be regarded as relating to a base period year of 2022-2023. Here,  $CPI_{BP-1}$  is the CPI for the quarter ending 31 March 2022 (in financial year 2022-2023). To calculate the relevant Price for the financial year 2025-2026, the figure would be multiplied by the CPI for the quarter ending 31 March 2024 and divided by  $CPI_{BP-1}$ .

- 27.2 The financial abatement cap and the financial abatement per Quarterly Fault Point, as described in Schedule 3 are to be adjusted in accordance with clause 27.1.

## 28 Non-Cost Performance Measurement

### Performance League Table

- 28.1 South East Water will assess the Industry Partner's non-cost performance pursuant to the Performance League Table contained in Schedule 3 (as amended by South East Water from time to time and notified to the Industry Partner in writing).
- 28.2 The Industry Partner's underperformance may lead, at South East Water's discretion, to one or both of the following:
- (a) financial abatement as described in Schedule 3, up to the financial abatement cap described in Schedule 3; and/or
  - (b) workload abatement through adjustments to the Target Workload Percentage in accordance with this clause 28.

### Adjustments to Target Workload Percentage

- 28.3 In its sole discretion, South East Water may vary the Target Workload Percentage to reflect the relative performance of the Industry Partner and the Other Industry Partner as measured by the Performance League Table and by net cost to South East Water and taking into account other factors that South East Water considers relevant to the achievement of its objectives for the Agreement.
- 28.4 No changes will be made to the Target Workload Percentage during the first year of the Term.
- 28.5 South East Water intends that a change to Target Workload Percentages will be effective from the start of each year of the Term but it may make changes at any time, including where an Industry Partner fails to achieve "Acceptable Performance" in two successive Quarters or performs at a level that is "Substantially below MCOS" (both as defined in the Performance League Table) in respect of any two KPI groups (examples of KPI groups are "Safety & Environment", "Schedule", "Quality") in any Quarter.
- 28.6 Changes to the Target Workload Percentage will ordinarily be increments of 5% for each year of the Term. For example, the Target Workload Percentage may be adjusted from 50% (or 50:50 each), to 55% (or 55:45). However, under-performance in all four Quarters during a year may trigger a 10% adjustment in South East Water's sole discretion.



- 28.7 Notwithstanding clause 28.6, the adjusted Target Workload Percentage will not exceed a maximum amount of 60%, or reduce below a minimum amount of 40% (i.e. the adjustments to the Target Workload Percentage will be limited to a 60:40 allocation between the Industry Partner and the Other Industry Partner, or vice versa).
- 28.8 Exceptionally, and at South East Water's discretion, changes in Target Workload Percentage may be considered in the negotiation of adjustments to the Management Services Fee. The timing of such negotiations is intended to support revisions to the Management Services Fee being effective from the start of the forthcoming year of the Term.

### Rectification Plan

- 28.9 Where the Industry Partner's performance for any group of KPIs is assessed as "poor" (or for any single KPI is assessed as 'fail') in any one year, or where the Industry Partner's performance for a single KPI is assessed as 'fail' in two successive Quarters, South East Water may require the Industry Partner to develop, discuss with South East Water, and implement a Rectification Plan for that KPI or group of KPIs. Such a rectification plan must be provided by the Industry Partner within 21 days of a request by South East Water and must be based on root cause analysis and detail actions and controls to address the KPI(s) on an ongoing basis.
- 28.10 The Industry Partner must meet with South East Water's Representative on request to discuss its progress towards implementation of the Rectification Plan, updating it as required, until the performance that caused the need for the Rectification Plan has been remedied to the satisfaction of South East Water's Representative.

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## 29 Cost Performance Measurement

- 29.1 If the total UTA Costs recorded by the Industry Partner within the Works Management System in respect of all UTA Tasks completed by the Industry Partner in a Month, is greater than the sum of the UTAs applicable to those UTA Tasks (as adjusted for any Risk Events in accordance with clause 25.7), the Industry Partner will bear the cost overrun.
- 29.2 If the total UTA Costs recorded by the Industry Partner within the Works Management System in respect of all UTA Tasks completed by the Industry Partner in a Month, is less than the sum of the UTAs applicable to those UTA Tasks (as adjusted for any applicable Risk Events), the Industry Partner will be entitled to an amount equal to one half of the difference (**Share of Savings**).

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## 30 Review of Commercial Framework

- 30.1 South East Water may undertake a review of the commercial framework forming part of this Agreement at any time. Changes arising from such a review may relate to:
- (a) the inclusion of additional UTAs;
  - (b) changes in the types of costs included in an UTA;
  - (c) the definition of the UTA Task,

- (d) the scope of Activities to be performed by the Industry Partner under this Agreement;
- (e) the description or pricing of Risk Events, or the inclusion of new Risk Events
- (f) any other change at South East Water's sole discretion.

#### **Amendments following review of commercial framework**

- 30.2 Following each review undertaken by South East Water in accordance with clause 30.1, South East Water may propose such amendments to this Agreement as it deems necessary to ensure that the commercial framework remains relevant for South East Water and provides sufficient incentives to the Industry Partner and the Other Industry Partner.
- 30.3 The Industry Partner agrees to negotiate in good faith any amendments to this Agreement to implement the outcomes of South East Water's review.

#### **Revisions to KPIs**

- 30.4 Subject to clause 30.5, South East Water will review and may change the KPIs annually, including for the purpose of ensuring they reflect measures of value to South East Water. Changes may include addition, deletion or modification, and relate to a KPI's definition, method of measurement, its calibration, and/or the regime through which fault points are awarded.
- 30.5 If South East Water requires a change to a KPI that has a material cost impact for the Industry Partner, South East Water and the Industry Partner must negotiate in good faith appropriate adjustments to relevant components of the commercial framework to implement that change.

#### **Industry Partner Initiated Cost Reductions**

- 30.6 The Industry Partner may, upon written notice to South East Water, elect to reduce its Hourly Rates and UTAs at any time during the Term in order to reduce the net cost to South East Water of Tasks that may be awarded to the Industry Partner. Such a reduction may be taken into consideration by South East Water in deciding whether or not vary the Target Workload Percentage under clause 28.3.
- 30.7 After the first six months of the Contract term and then at the end of each year of the Term, the Industry Partner may propose adjustments to its pricing of UTA Tasks, Risk Events, Schedule of Rates Tasks and Service Calls, provided that this does not result in an increase in the Overall Total.

Such adjustments proposed by the Industry Partner will be subject to approval by South East Water, whose approval shall not be unreasonably withheld.

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## **31 Indemnities**

### **Industry Partner Indemnities**

- 31.1 To the full extent permitted by law, the Industry Partner must indemnify and must keep indemnified South East Water and its employees and agents or other contractors (not being employed by the Industry Partner) (the **Indemnified Parties**)

and must pay the Indemnified Parties on demand the amount of all costs, damages or liabilities arising out of, or in any way connected with any;

- (a) personal injury (including sickness and death of any person);
- (b) property damage (including the property, equipment and assets of South East Water);
- (c) fraudulent acts or omissions of the Industry Partner or its Service Personnel;
- (d) wilful misconduct or unlawful act or omission of the Industry Partner or its Service Personnel; or
- (e) breaches of security;
- (f) loss or corruption of data;
- (g) breach of this Agreement (including breach of any representation or warranty) or any negligent act or omission of the Industry Partner or its Service Personnel;
- (h) breach of an obligation of confidence or privacy, whether under this Agreement or otherwise;
- (i) infringement or alleged infringement of the Intellectual Property Rights, or any other rights of any person, including any third party; or
- (j) claim in respect of workers' compensation, salary, wages, holiday pay, sick pay, long service leave or superannuation which the Industry Partner may make against South East Water;
- (k) claims made by third parties against South East Water, and any liability of South East Water to third parties under section 157 of the *Water Act* arising from a flow of water which in either case is caused or contributed to by the act, omission or default by the Industry Partner under this Agreement (including any Defect);
- (l) any statutory fines or penalties (including under the *Water Act* and *Environment Protection Act*); or
- (m) compensation payable by South East Water to customers due to an interruption to water or sewer services,

which was caused, or contributed to, by any act or omission of the Industry Partner or any of its Service Personnel.

- 31.2 The Industry's Partner's liability to indemnify South East Water under clause 31.1 is reduced proportionally to the extent that the act or omission of South East Water or its employees, agents or other contractors (not being employed by the Industry Partner) contributed to the relevant cost, damage or liability.
- 31.3 Each indemnity under this Agreement will be a continuing indemnity and will not be affected in any way by the Task achieving Completion, or earlier termination of the Agreement.
- 31.4 An Indemnified Party may recover payment under an indemnity under the Agreement before it makes the payment in respect of which the indemnity is given.

- 31.5 If any indemnity payment is made by the Industry Partner under this clause 31, the Industry Partner must also pay to the Indemnified Party an additional amount equal to any tax which is payable by the Indemnified Party in respect of that indemnity payment.
- 31.6 The Industry Partner, to the full extent permitted by law, releases and forever discharges the Indemnified Parties from all claims which the Industry Partner or any of its Service Personnel have, or at any future time may have or may bring, or but for this Agreement might have had or brought, against the Indemnified Parties in relation to:
- (a) anything permitted by or done in accordance with this Agreement;
  - (b) the Industry Partner breaching this Agreement (including a breach arising from the act, omission or negligence of the Industry Partner or the Service Personnel); or
  - (c) a breach of the Intellectual Property Rights of the Industry Partner;
- except to the extent caused or contributed to by a breach of this Agreement, or by a wilful, unlawful or negligent act or omission, of the Indemnified Parties.
- 31.7 If a provision of this Agreement is expressed to:
- (a) indemnify;
  - (b) release, exclude or limit any liability of; or
  - (c) otherwise benefit,
- a person who is not a party to this Agreement, the Industry Partner agrees that South East Water holds the benefit of that indemnity, release, exclusion, limitation or other benefit on trust for that person and may enforce this Agreement on their behalf and for their benefit.

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## 32 Intellectual Property

### Pre-existing Intellectual Property

- 32.1 All Intellectual Property Rights owned or held by South East Water as at the Commencement Date or subsequently acquired or developed by South East Water independently or otherwise separate from this Agreement will remain the property of South East Water.
- 32.2 All Intellectual Property Rights owned or held by the Industry Partner as at the Commencement Date or subsequently acquired or developed by the Industry Partner independently or otherwise separate from this Agreement will remain the property of the Industry Partner.

### Developed Intellectual Property

- 32.3 All Intellectual Property Rights created by the Industry Partner in performance of this Agreement (including any data entered into the Works Management System) (**New Intellectual Property Rights**) will vest immediately on their creation in South East Water.

- 32.4 South East Water grants the Industry Partner a non-exclusive, world-wide, royalty free licence to use any New Intellectual Property Rights to the extent the Industry Partner requires use of those New Intellectual Property Rights for the performance of this Agreement.

### **33 Transition In and Transition Out**

#### **Transition In**

- 33.1 The Industry Partner must, in co-operation with South East Water, implement a transition-in plan approved by South East Water to provide for the orderly transition-in of the Industry Partner so as to allow the Industry Partner to perform its obligations on and from the Commencement Date. Such a plan may include:
- (a) management systems review and customisation;
  - (b) induction and training requirements, including security checks for all persons working on South East Water's sites;
  - (c) resource and 24/7 coverage rosters;
  - (d) network and key asset familiarisation;
  - (e) provision of compliance documentation;
  - (f) novation of leased assets;
  - (g) branding;
  - (h) provision of pipes, fittings and materials to allow the Industry Partner to undertake Tasks on and from the Commencement Date; and
  - (i) access and training for Service Personnel and Subcontractors on the Works Management System and any other applicable systems of South East Water.
- 33.2 The Industry Partner will be entitled to payment of the amounts specified in the Pricing Schedule for its transition-in activities during the Transition-In Period.

#### **Transition Out**

- 33.3 This clause will survive the expiry or earlier termination of this Agreement.
- 33.4 The Industry Partner must ensure that it continues to perform its obligations in accordance with this Agreement at all times until expiry of the Term or earlier termination or until such later date as may be applicable to a particular Task, regardless of whether South East Water has selected the Industry Partner and/or a new contractor to perform the services which are the subject of this Agreement.
- 33.5 In the six months prior to the expiry of the Agreement, the Industry Partner's Representative and South East Water's Representative shall work closely to monitor and manage workloads and workload projections with the objective of maintaining performance throughout the transition period.
- 33.6 On request by South East Water's Representative, the Industry Partner must prepare a Transition-out Plan to the satisfaction of South East Water.



- 33.7 The Industry Partner must work with South East Water for a period of six months prior to and six months following the expiry or earlier termination of this Agreement ('Transition Period') and provide all reasonable assistance for the transition of Tasks to a new contractor upon expiry or earlier termination of this Agreement. Such assistance may include assistance relating to:
- (a) Providing employees, plant and other resources to perform the Tasks awarded in accordance with this clause 33.2 and Tasks previously awarded that remain outstanding or incomplete;
  - (b) Providing employees, plant and other resources to perform obligations relating to ongoing Defects Liability Periods in accordance with clause 21;
  - (c) Providing and/or confirming asset information, including: programming information, as-constructed sketches, drawings and information, asset modification information, GIS data;
  - (d) Performing and providing reconciliations of issued but un-allocated parts and materials;
  - (e) Providing information regarding location of assets owned by South East Water;
  - (f) Providing information and support to advance, secure and safeguard the Intellectual Property Rights of South East Water;
  - (g) Coordinating the return of South East Water owned assets and security items; and
  - (h) Other matters in the Transition-out Plan.
- 33.8 Any Task that is awarded to the Industry Partner prior to the expiry or earlier termination of the Agreement and whose Priority Level requires either (i) a response time within 12 hours after the expiry or earlier termination of this Agreement, or (ii) a rectification time within 24 hours after the expiry or earlier termination of this Agreement, must be undertaken and completed by the Industry Partner as if the Agreement had not expired or terminated.
- 33.9 Clause 33.10 applies except where clause 33.8 applies.
- 33.10 South East Water may direct the Industry Partner to complete any Tasks which are ongoing as at the date of termination or expiry of this Agreement, in which case this Agreement will continue in respect of those Tasks until such a date as the Tasks have achieved Completion and the Defects Liability Periods in respect of those Tasks have expired.
- 33.11 Key Personnel are expected to provide such assistance as South East Water may reasonably require during the Transition Period. Unless otherwise agreed between the Parties, such assistance will be at no cost to South East Water.

## 34 Confidentiality

### Confidential Information to remain confidential

- 34.1 Subject to clauses 34.2, and 34.3 the Industry Partner must not and must ensure that its officers, employees and agents do not disclose any Confidential Information received from South East Water to any third party without the prior written consent of South East Water.

### Permitted disclosures

- 34.2 The Industry Partner may disclose Confidential Information received from South East Water:
- (a) to its Related Bodies Corporate and to those of its and its Related Bodies Corporate employees, officers, professional or financial advisers and bankers as the party reasonably thinks necessary to give effect to this Agreement but only on a strictly confidential basis; and
  - (b) if required by law, after the form and terms of that disclosure have been notified to South East Water and South East Water has had a reasonable opportunity to comment on the form and terms.
- 34.3 The obligations of this clause 34 do not apply to any information which the Industry Partner can reasonably demonstrate:
- (a) is in the public domain through no fault of its own;
  - (b) is already known to the recipient (as evidenced by its written records) at the date of disclosure and was not acquired directly or indirectly from the disclosing party; or
  - (c) is required to be disclosed by law under a court order, or by any recognised stock exchange or other regulatory body.
- 34.4 South East Water may disclose any Confidential Information received from the Industry Partner as is reasonably necessary for South East Water to conduct its business, including:
- (a) as required by law;
  - (b) in order for South East Water to conduct a tender for Other Industry Partners to perform some or all of the Activities;
  - (c) for the purposes of benchmarking the UTAs and Hourly Rates as against the applicable rates available on the open market.
- 34.5 The Industry Partner consents to South East Water disclosing information regarding the percentage of tasks awarded to the Industry Partner to Other Industry Partners as part of the Performance League Table comparisons.

### Restrictions on Announcements

- 34.6 The Industry Partner undertakes that it will not (except as required by law or any applicable regulatory body) make any announcement or comments to the media in connection with this Agreement without South East Water's prior written consent.

- 34.7 This clause 34 will survive for a period of two years after the expiry or earlier termination of this Agreement.

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### **35 Non-Solicitation of Employees**

- 35.1 Each party must not offer employment to or attempt to induce, solicit or entice away from the other party any person who was an employee of the other party or a person directly engaged by the other party in any capacity.
- 35.2 This clause 35 will survive for a period of three months after the expiry or earlier termination of this Agreement.

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### **36 Records and audits**

- 36.1 The Industry Partner must immediately provide access to the Industry Partner's Records in the following circumstances:
- (a) in accordance with the requirements of the Public Records Act 1973 (Vic) and all relevant Legislative Requirements, including the Privacy and Data Protection Act 2014 (Vic), Freedom of Information Act 1982 (Vic), Health Records Act 2001 (Vic) and Evidence Act 2008 (Vic);
  - (b) to the Victorian Auditor-General or Victorian Ombudsman upon request in writing; or
  - (c) to a Government representative upon request in writing.
- 36.2 South East Water may, at any time, conduct audits of the Industry Partner's performance under this Agreement, including its compliance with safety and environmental management requirements.
- 36.3 The Industry Partner must also self-perform field audits as well as virtual / remote auditing of works. The Industry Partner must provide South East Water with the findings of such audits.
- 36.4 The Industry Partner must provide South East Water and any auditor of South East Water access, at all reasonable times on request from South East Water, to all financial and non-financial records relating to the Industry Partner's performance of Tasks including invoices, subcontracts (including any schedules of rates, prices and/or costs under such subcontracts), personnel records (as necessary to verify that the correct Hourly Rates have been applied for each of the Industry Partner's personnel and have been calculated in accordance with the Pricing Schedule), timesheets, management accounts, expense records, accounting policies and procedures, audit reports in relation to the Industry Partner's management system, any audits or reports regarding compliance with the Industry Partner's management systems, legislative compliance reports or audits and performance records to allow South East Water to audit the Industry Partner's costs and performance under this Agreement.
- 36.5 If an audit or inspection identifies any payments by South East Water to the Industry Partner which have been made in excess of the Industry Partner's entitlements under

this Agreement, South East Water will provide a written notice to the Industry Partner giving details of the item. Where such notice is given, the amount for the item will be a debt due and payable upon demand by the Industry Partner to South East Water.

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## 37 Suspension

### Suspension instructed by South East Water

- 37.1 South East Water may instruct the Industry Partner to suspend progress of any Task. The Industry Partner must comply with any such instruction. When instructed to do so by South East Water, the Industry Partner must resume carrying out the Task.
- 37.2 The Industry Partner must mitigate any costs incurred during the period of any suspension.

### Subcontractors' suspension

- 37.3 The Industry Partner must notify South East Water immediately in writing if any of its subcontractors are or may be entitled to exercise a right to suspend work under the Security of Payment Act. In these circumstances:
- (a) South East Water is entitled (but not obliged) to pay the subcontractor to avoid the suspension; and
  - (b) the Industry Partner indemnifies South East Water for any other loss or damage (direct or indirect) that South East Water may suffer as a result of a subcontractor's suspension.
- 37.4 If South East Water exercises its entitlement to pay a subcontractor under clause 37.3, then the amount of the payment, together with any associated costs to South East Water arising from the payment will be a debt due from the Industry Partner to South East Water.

### Suspension by Industry Partner

- 37.5 If South East Water fails to pay any amount due and payable to the Industry Partner pursuant to this Agreement within 20 Business Days of the due date for payment, and that amount is not the subject to a Dispute between the parties, the Industry Partner may suspend performance of the Tasks on 20 Business Days written notice to South East Water. The Industry Partner must immediately recommence performance of any suspended Tasks when the outstanding amount is paid by South East Water.

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## 38 Termination

### Termination for convenience

- 38.1 South East Water may, in its sole and absolute discretion, terminate this Agreement at any time by providing written notice to the Industry Partner specifying the date of termination which will be no less than 90 days after the date of South East Water's notice (**Termination Date**).
- 38.2 If this Agreement is terminated by South East Water in accordance with clause 38.1:

- (a) South East Water will not be obliged to pay the Industry Partner a break fee or any other compensation or damages arising from the termination of this Agreement ;
- (b) such termination will not affect any rights or obligations of the Parties which arose prior to the Termination Date, including the obligation of the Industry Partner to rectify and Defects during the Defects Liability Period in respect of any Task; and
- (c) South East Water may direct the Industry Partner to complete any Tasks which are ongoing as at the Termination Date in which case this Agreement will continue in respect of those Tasks until such a date as the Tasks have achieved Completion and the Defects Liability Periods in respect of those Tasks have expired.

### **Default of Industry Partner**

#### **38.3 If the Industry Partner:**

- (a) fails to proceed diligently with a Task awarded to it, or suspends the carrying out of a Task or a part of a Task (otherwise in accordance with clause 37.1) before achieving Completion in respect of the relevant Task without South East Water's approval;
- (b) commits any other breach of a material term of this Agreement; or
- (c) has an execution or a winding up order made or passes or attempts to pass a resolution for winding up or becomes a party to the appointment of or has an official manager, receiver or administrator appointed for the whole or any part of its property or undertaking or becomes a party to or attempts to enter into any composition or scheme of arrangement (except for the purposes of reconstruction on terms approved by South East Water),

South East Water may give a written notice to show cause to the Industry Partner specifying the default and setting out what must occur to remedy the default. If the default is not remedied within 5 Business Days of receipt of that notice, South East Water may, without prejudice to any other rights or remedies, immediately terminate this Agreement.

- 38.4 South East Water may immediately terminate this Agreement on written notice to the Industry Partner if any information provided by the Industry Partner in response to the request for expressions of interest or request for proposals preceding this Agreement is found by South East Water to be false or materially misleading.

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## **39 Dispute Resolution**

### **Disputes**

- 39.1 The provisions of this clause 39 apply to all disputes or differences between the parties in connection with any matter arising out of or relating to this Agreement, including construction of the terms, breach, termination, validity or the subject matter of the Agreement or a decision or direction of South East Water (**Disputes**).



### Notice of Dispute

- 39.2 The party claiming that a Dispute has arisen (***the Claimant***) must give to the other party (***the Respondent***) notice in writing of the Dispute (***Notice of Dispute***) specifying particulars of the Dispute.

### Parties to confer to resolve disputes

- 39.3 Within 10 Business Days after the date of receipt by the Respondent of the Notice of Dispute, the senior executives of the parties must confer at least once and use their best endeavours to attempt to resolve and finally settle the Dispute.
- 39.4 If a Dispute has not been resolved within 20 Business Days of a Notice of Dispute, either party may refer the Dispute to mediation.

### Mediation

- 39.5 If a Dispute is referred to mediation under clause 39.4:
- (a) the mediation will be conducted in accordance with Resolution Institute (Victorian Chapter) Mediation Rules;
  - (b) the mediator will be appointed jointly by the parties or, where the parties cannot agree, nominated by the then President of the Law Institute of the Victoria; and
  - (c) the mediation will be conducted by the mediator at a time and place agreed between the parties or otherwise nominated by the mediator, within 30 Business Days of the referral of the Dispute to mediation.;
  - (d) all costs of the mediation shall be borne equally by South East Water and the Industry Partner, and each party shall bear its own legal costs.

### Litigation

- 39.6 If the Dispute remains unresolved for:
- (a) 40 Business Days after the referral of the Dispute to mediation under clause 39.4; or
  - (b) 60 Business Days after the date of receipt by the Respondent of the Notice of Dispute,
- or such longer period as the parties may agree, either party may refer the Dispute to litigation.

### Provisional relief

- 39.7 Nothing in this clause 39 will prevent either party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or such other provisional judicial relief as it considers necessary to avoid irreparable damage.

### Continued performance

- 39.8 Notwithstanding the existence of a Dispute, each party must continue to perform their obligations under this Agreement.

## 40 GST

### Construction

- 40.1 Terms defined in the GST Act have the same meaning when used in this clause 40 or in the definition of GST Amount, unless expressly stated otherwise.

### Consideration GST exclusive

- 40.2 Unless expressly stated otherwise, any consideration payable or to be provided or amount used in the calculation of a sum payable under this Agreement has been determined without regard to GST and must be increased on account of any GST payable under this clause 40.

### Payment of GST

- 40.3 If GST is payable as a consequence of any supply made under or in connection with this Agreement by a party making a supply (**Supplier**), the recipient of that supply must pay the GST Amount as an additional amount to the Supplier.
- 40.4 The recipient must pay any GST Amount at the same time and in the same manner as making payment of any consideration on which the GST Amount is calculated. If the GST Amount is not calculated on consideration, the recipient must pay the GST Amount within 10 Business Days of receipt of a written demand by or on behalf of the Supplier.
- 40.5 For the avoidance of doubt, if a GST Amount is payable on any taxable supply that is made for a period or on a progressive basis and the consideration for the taxable supply is to be provided on a progressive or periodic basis, the recipient must pay the GST Amount, subject to the receipt of a tax invoice, as if each progressive or periodic component of the supply were a separate supply.
- 40.6 If at any time an adjustment is made or required to be made between the Supplier or any other payer of GST and the relevant taxing authority on account of any amount paid as GST as a consequence of any supply made under or in connection with this Agreement by the Supplier, a corresponding adjustment must be made as between the Supplier and the recipient and any payment necessary to give effect to the adjustment must be made.
- 40.7 The recipient must pay any amount it is required to pay under this clause in full and without deduction, notwithstanding any entitlement that it may have to a credit or offset however arising.
- 40.8 As a condition precedent to payment of any GST Amount or any amount including any GST Amount, the Supplier must provide to the recipient a tax invoice complying with the GST Act.

### Reimbursements

- 40.9 Despite any other provision of this Agreement, if either party is required to reimburse to the other or indemnify the other for any cost, expense or other amount (or part) that the other party has incurred or will incur in connection with this Agreement, the amount must be reduced by any part of that amount which is recoverable by the other party (or representative member if this is not the other party) by way of an input tax credit or partial input tax credit.

## 41 Notices

### Requirements

41.1 All notices made under this Agreement must be:

- (a) in legible writing and in English;
- (b) addressed to the recipient at the address or email address set out below or to such other address or email address as that party may notify in writing to the other parties:

#### to South East Water's Representative:

Address: 101 Wells Street, Frankston VIC 3199  
 Attention: Glenn Goldsmith  
 Email: glenn.goldsmith@sew.com.au

#### to the Industry Partner's Representative:

Address: Gate 9, Greens Road, Dandenong South, Victoria 3175  
 Attention: Mr Peter Hogan  
 Email: Peter.Hogan@servicestream.com.au

- (c) signed by the party, or where the sender is a company by an authorised officer of that company or under the common seal of that company; and
- (d) sent to the recipient by hand, prepaid post (airmail if to or from a place outside Australia) or email; and
- (e) if sent by email, in a form which:
  - (i) identifies the sender;
  - (ii) is electronically signed by the sender or an authorised officer of the sender; and
  - (iii) clearly indicates the subject matter of the notice in the subject heading of the email,

provided that the recipient has not provided written notice to the other parties confirming that it does not wish to receive notices by email.

41.2 The parties consent to the method of signature contained in clause 41.1(e) and agree that it satisfies the requirements of applicable law for signature on service of notice by email.

## Receipt

41.3 Without limiting any other means by which a party may be able to prove that a notice has been received by another party, a notice will be deemed to be duly received:

- (a) if sent by hand, when left at the address of the recipient;
- (b) if sent by pre-paid post, three days (if posted within Australia to an address in Australia) or seven days (if posted from one country to another) after the date of posting; or
- (c) if sent by email, when the sender receives an automated message confirming delivery or four hours after the email is sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message within 4 hours of sending the email that the email has not been delivered,

but if a notice is served by hand or via email on a day which is not a Business Day, or after 5:00 pm (recipient's local time) on a Business Day, the notice is deemed to be duly received by the recipient at 9:00 am (recipient's local time) on the first Business Day after that day.

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## 42 Change of Control

- 42.1 The Industry Partner must not allow a change in Control of the Industry Partner to occur without the prior written consent of South East Water. On market trading of shares in a listed entity will not constitute a change in Control for the purposes of this Agreement.
- 42.2 The Industry Partner must provide South East Water with any documentation or information requested in relation to a proposed change in Control of the Industry Partner.
- 42.3 The Industry Partner must procure that any third party involved in a proposed change in Control of the Industry Partner provides such assurances or executes such documentation as reasonably requested by South East Water including the provision of additional performance security by the relevant third party as may be required by South East Water.

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## 43 Freedom of Information Acknowledgement

The Industry Partner acknowledges that South East Water may disclose or publish any details concerning this Agreement, including where required to by any Victorian Government agency or law such as under the *Freedom of Information Act 1982 (Vic)* (**FOI Act**) and the Industry Partner must provide all information requested by South East Water in connection with this Agreement in order to enable South East Water to comply with the FOI Act.

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## 44 Local Jobs First Policy

- 44.1 The Industry Partner acknowledges and agree that the Local Jobs First requirements set out at Schedule 9 forms part of this Agreement and it must comply with the

requirements set out in Schedule 9 to the extent that those requirements are applicable to Program Stream 1.

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## 45 Supplier Code of Conduct

- 45.1 The Industry Partner acknowledges that:
- (a) the Supplier Code of Conduct is an important part of the State's approach to procurement and describes the State's minimum expectations regarding the conduct of its suppliers;
  - (b) it has read the Supplier Code of Conduct; and
  - (c) the expectations set out in the Supplier Code of Conduct are not intended to reduce, alter or supersede any other obligations which may be imposed on the Industry Partner, whether under the Agreement or at Law.

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## 46 Social Procurement Framework

- 46.1 The Industry Partner acknowledges and agree that the Social Procurement Framework requirements set out at Schedule 10 forms part of this Agreement and it must comply with the requirements set out in Schedule 10.

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## 47 Modern Slavery

- 47.1 The Industry Partner acknowledges and agrees that the Industry Partner must strictly comply with the Modern Slavery Legislation and the modern slavery requirements set out at Schedule 11.

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## 48 Working for Victoria

- 48.1 The Industry Partner acknowledges and agree that the Working for Victoria requirements set out at Schedule 12 forms part of this Agreement and it must comply with the requirements set out in Schedule 12.

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## 49 Privacy

### 49.1 Definitions

**Code of Practice** means a code of practice as defined in, and approved under, the *Privacy and Data Protection Act 2014* (Vic);

**Information Privacy Principles** means the principles so identified and set out in the *Privacy and Data Protection Act 2014* (Vic);

**Ombudsman Costs** means any charges, fees or penalties imposed or levied upon South East Water by the Energy and Water Ombudsman (Victoria) Limited (**EWOV**), in respect of an inquiry, consultation, complaint or dispute regarding:

- (a) Personal Information collected or held or used or disclosed by the Industry Partner and its Service Personnel for the purposes of this Agreement; or



- (b) any obligation, act or practice of the Industry Partner and its Service Personnel, arising out of or in relation to this Agreement (**Subject Matter**), and where the charges, fees, or penalties are not precisely or directly referable to the Subject Matter, an approximate charge, fee or penalty as may be reasonable having regard to the charges, fees or penalties levied upon South East Water by the EWOV; and

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

#### 49.2 **Privacy Obligations**

- (a) Without in any way limiting any other clause of this Agreement, the Industry Partner acknowledges that South East Water is bound by and subject to privacy obligations and requirements imposed by, among other things:
  - (i) the Essential Services Commission's Customer Service Code for Urban Water Businesses;
  - (ii) any express customer contract entered into by South East Water with a customer of South East Water that South East Water notifies the Industry Partner of;
  - (iii) the *Privacy and Data Protection Act 2014* (Vic), including the Information Privacy Principles, any applicable Code of Practice;
  - (iv) the *Health Records Act 2001* (Vic), including the Health Privacy Principles;
  - (v) the Victorian Protective Data Security Standards;
  - (vi) any other Legislative Requirements relating to privacy;
  - (vii) any privacy codes of practice, privacy policies, guidelines or standards binding on or adopted by South East Water from time to time that South East Water notifies the Industry Partner of; and
  - (viii) any amendments to or replacement or extension of any of the above, (together referred to as the **Privacy Obligations**).
- (b) Without limiting any other provision of this Agreement, the Industry Partner:
  - (i) agrees to be bound by and represents and warrants that it will fully comply with, and must ensure that its Service Personnel agree to be bound by and warrant that they will fully comply with, the Privacy Obligations with respect to any obligation binding on or act done or practice engaged in by the Industry Partner or any of its Service Personnel pursuant to or for the purposes of this Agreement, in the same way and to the same extent as South East Water would be bound by them in respect of that obligation, act or practice had it been directly complied with, done or engaged in by South East Water;

- (ii) if required by South East Water, must, and must ensure that its Service Personnel, undertake such acts and adopt such procedures, systems and documentation as required by South East Water, for the purposes of complying with the Privacy Obligations and this clause 22.3;
- (iii) must assist South East Water to comply with its obligations under the Privacy Obligations, to the extent possible;
- (iv) warrants that it will fully comply with, and ensure that its Service Personnel fully comply with, all Legislative Requirements relating to privacy binding on them;
- (v) must permit, and must ensure that its Service Personnel permit, South East Water or any of its authorised personnel, upon request to inspect at any time, any site where any obligation, act or practice pursuant to or for the purposes of this Agreement is being carried out, or Personal Information, confidential information or other property of South East Water is held, for the purposes of checking that the Industry Partner and its Service Personnel are complying with the Privacy Obligations and this clause 49;
- (vi) must ensure that its Service Personnel provide such information relating to and evidence of compliance with the Privacy Obligations and this clause 49, and details and copies of Personal Information, collected or held or used or disclosed by it or them for the purposes of carrying out their obligations under this Agreement, as required by South East Water;
- (vii) must immediately notify South East Water upon becoming aware of any breach or suspected breach of the Privacy Obligations and comply with all directions of South East Water in respect of the breach or suspected breach;
- (viii) must provide South East Water with such co-operation as South East Water requires in relation to resolving any complaint concerning privacy;
- (ix) must provide access to or amendment of any record as directed South East Water;
- (x) must comply with any directions made by any of the Commissioners, the Commonwealth Privacy Commissioner or the Victorian Health Services Commissioner relevant to this Agreement;
- (xi) on termination or expiry of this Agreement, must return, and must ensure that its Personnel return, to South East Water or destroy as required by South East Water, all Personal Information, collected or held or used or disclosed by it or them for the purposes of this Agreement; and
- (xii) must be liable for and must indemnify and hold South East Water harmless from and against:
  - (A) any and all loss incurred, suffered or paid by, or claimed against South East Water arising out of or in connection with the breach

by the Industry Partner, or any of its Service Personnel, of any of the Privacy Obligations or this clause 49; and

(B) any Ombudsman Costs.

- (c) Without limiting clauses 49.2(a) and 49.2(b), in relation to any Personal Information obtained by the Industry Partner in connection with this Agreement, the Industry Partner must:
- (i) not collect, use, disclose, store, transfer or handle the information except in accordance with the Privacy Obligations;
  - (ii) not, without the prior consent of South East Water, disclose the information to a person who is outside Victoria;
  - (iii) take all reasonable steps to ensure that the information is protected from misuse, interference or loss, and from unauthorised access, modification or disclosure;
  - (iv) take all reasonable steps to destroy or permanently de-identify information that is no longer needed for the purposes of this Agreement;
  - (v) co-operate with any reasonable request or direction South East Water makes which relates to the protection of the information or the exercise of the functions of any of the Commissioners, the Commonwealth Privacy Commissioner or the Victorian Health Services Commissioner;
  - (vi) ensure that access to the information is limited to those of its Service Personnel who are required to access that information for the purposes of this Agreement; and
  - (vii) comply with any reasonable direction of South East Water in relation to a complaint concerning privacy received by either party.

#### 49.3 Continuing Effect

- (a) This clause 49 shall continue to have effect after the termination or expiration of this Agreement.

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## 50 Data Protection

50.1 The Industry Partner must comply with the Victorian Protective Data Security Framework and Standards as published by the Victorian Government.

50.2 The Industry Partner must comply with the following information security requirements:

- (a) Information provided (or made available, including through its IT systems) by South East Water to the Industry Partner or any of its service personnel or subcontractors in relation to their performance of the Agreement may contain intellectual property, commercially sensitive information or personal information.

- (b) All such information is to be treated in a secure manner at all times to preserve confidentiality, integrity or availability of the data including any governing privacy legislation requirement. The Industry Partner must not, without the prior consent of South East Water, disclose such information to a person who is outside Australia, or allow it to be hosted in a location outside of Australia.
- (c) Failure to satisfy these requirements could result in legal action against the Industry Partner or any Service Personnel or subcontractors of the Industry Partner.
- (d) The Industry Partner, including any Service Personnel or subcontractors of the Industry Partner, must comply with the applicable state and territory regulations under Australian Privacy Protection requirements and cooperate with South East Water in relation to its obligations under the Privacy and Data Protection Act (Vic) 2014 and other Privacy Obligations.
- (e) The Industry Partner, including any Service Personnel or subcontractors of the Industry Partner, must also seek formal endorsement from South East Water to transfer or store any personal data provided by South East Water outside Australia.
- (f) Notwithstanding any other conditions of the Agreement, the service may be terminated by South East Water forthwith, if in South East Water's opinion, details of any confidential information are made known to any person or persons by the Industry Partner or its Service Personnel.
- (g) The Industry Partner must immediately notify South East Water upon becoming aware of any breach or suspected information security breach and comply with all directions of South East Water in respect of the breach or suspected breach.

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## 51 Limitation of Liability

51.1 Notwithstanding any other provision of this Agreement, whether express or implied and to the extent permitted by Law, the Industry Partner's liability to South East Water under this Agreement, including liability arising out of or in connection with any breach of its obligations under this Agreement or any act or omission by the Industry Partner, any of the Industry Partner's officers, employees, agents or assigns is limited as follows:

- (a) In respect of claims which are covered by the Industry Partner's works insurance policy required under clause 22.2 (or would be covered by such insurance policy if the Industry Partner had complied with its obligations under clause 21.1), the Industry Partner's liability is limited to the amount specified in clause 22.1(c) in respect of any one occurrence.
- (b) In respect of claims which are covered by the Industry Partner's public liability insurance required under clause 22.2 (or would be covered by such insurance policy if the Industry Partner had complied with its obligations under clause 22.2), the Industry Partner's liability is limited to the amount specified in clause 22.2(c) in respect of any one occurrence.



- (c) In respect of claims which are covered by the Industry Partner's employers liability insurance policy required under clause 22.3 (or would be covered by such insurance policy if the Industry Partner had complied with its obligations under clause 22.3), the Industry Partner's liability is limited to the amount of such insurance.
  - (d) In respect of claims which are covered by the Industry Partner's motor vehicle insurance policy required under clause 22.5 (or would be covered by such insurance policy if the Industry Partner had complied with its obligations under clause 22.5), the Industry Partner's liability is limited to the amount specified in clause 22.5 in respect of any one occurrence.
  - (e) In respect of all other claims or liabilities which are not described in clauses 51.1(a) to (d) above, the Industry Partner's liability shall not exceed \$5,000,000.00 in the aggregate.
- 51.2 Clause 51.1 will not apply to restrict the Industry Partner's liability to the extent that:
- (a) the liability cannot be limited at law;
  - (b) the liability arises out of or in connection with a breach by the Industry Partner of any intellectual property rights or moral rights;
  - (c) any conduct of the Industry Partner which is carried out with wilful or reckless disregard for the consequences for South East Water, or any fraudulent or criminal conduct; or
  - (d) the Industry Partner's liability which arises out of or in connection with the personal injury, disease, illness or death of any person or property loss or damage to a third party.

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## 52 Consequential Loss

To the extent permitted by Law, neither party will be liable to the other party in any circumstances for loss of profit, loss of revenue, loss of business, loss of use or any consequential, indirect, special or economic loss arising out of or in connection with this Agreement. However, nothing in this clause operates to:

- (a) limit the right of the Industry Partner to claim any profit payable or owing under this Agreement;
- (b) limit or exclude South East Water's entitlement to the proceeds of any insurances which the Industry Partner is required to effect and maintain under this Agreement;
- (c) limit or exclude the Industry Partner's liability to South East Water in respect of any cost of South East Water providing alternative temporary sewer or water services as a result of the act, omission or default by the Industry Partner under this Agreement (including any Defect); or
- (d) limit or exclude the Industry Partner's liability to South East Water in respect of liability of South East Water to a third party which is caused or contributed to by the act, omission or default by the Industry Partner under this Agreement (including any Defect).



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## **53 General Provisions**

### **Costs**

- 53.1 Each party must pay its own costs in respect of this Agreement and the documents and transactions contemplated by this Agreement.

### **Counterparts**

- 53.2 This Agreement may be signed in counterparts and all counterparts taken together constitute one document.

### **Entire agreement**

- 53.3 This Agreement and any other documents referred to in this Agreement or executed in connection with this Agreement is the entire agreement of the parties about the subject matter of this Agreement and supersedes all other representations, negotiations, arrangements, understandings or agreements and all other communications. No party has entered into this Agreement relying on any representations made by or on behalf of the other, other than those expressly made in this Agreement.

### **Execution by attorneys**

- 53.4 Each attorney executing this Agreement states that the attorney has no notice of revocation or suspension of the power of attorney under which the attorney executes this Agreement.

### **Assignment**

- 53.5 The Industry Partner must not assign a right or benefit under this Agreement without first obtaining the written consent of South East Water.
- 53.6 South East Water may assign a right or benefit under this Agreement by providing written notice to the Industry Partner.

### **Governing law**

- 53.7 This Agreement is governed by the laws of Victoria.

### **Jurisdiction**

- 53.8 Each party irrevocably and unconditionally:
- (a) submits to the non-exclusive jurisdiction of the courts of Victoria; and
  - (b) waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

### **No merger**

- 53.9 The warranties, other representations and promises by the parties in this Agreement are continuing and will not merge or be extinguished on completion of this Agreement.

**Successors and assigns**

- 53.10 This Agreement is binding on, and has effect for the benefit of, the parties and their respective successors and permitted assigns.



## Execution

**Executed** as an agreement.

**Executed by**  
**South East Water Corporation** (ABN 89  
 066 902 547)  
 by being signed sealed and delivered in  
 Victoria by its Attorney **LARA OLSEN**  
 who holds the position of **MANAGING**  
**DIRECTOR** under the Power of Attorney  
 dated 03/08/2018  
 in the presence of:

DocuSigned by:  
**PI**  
 Signature of witness

Sharon Young  
 Name of witness (please print)

DocuSigned by:  
**PI**  
 Signature of attorney

Lara Olsen  
 Name of attorney (please print)

**Signed by**  
**Service Stream Maintenance Pty Ltd**  
 (ACN 081 540 847)  
 in accordance with section 127 of the  
*Corporations Act 2001* by a director and  
 secretary/director:

DocuSigned by:  
**PI**  
 Signature of director

Leigh MacKender  
 Name of director (please print)

**PI**  
 Signature of director/secretary

Chris Chapman  
 Name of director/secretary (please print)

**Schedule 1 Pricing Schedule**

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## Schedule 1

### Pricing Schedule

*All dollar amounts shown in this Schedule 1 are expressed in 2022-2023 dollars and exclude GST. Clause 27 states escalation that applies to certain amounts.*

*The Pricing Schedule primarily presents the information provided in the spreadsheet submitted by the Industry Partner during the tendering process (TIP Response) but with the changes listed in table S1-1; the pricing information is further described and referenced in the remainder of the schedule.*

Table S1-1

#### *Principal changes made to the spreadsheet submitted:*

- *The "Instructions" tab has been deleted*
- *Some "instructions" on the remaining tabs were relevant only to the tendering process and have been deleted, and others have been retained because they may guide understanding*
- *the "Assumed Annual Quantities" originally shown related to the entire Program Stream; these have been adjusted to reflect a 50% Target Workload Percentage*
- *figures for "Assumed Annual Quantities" in relation to Risk Events have been added; they have been based on % historical occurrence, multiplied by Assumed Annual Quantities for corresponding Activities*
- *on the "Water Risk Events" tab, the following error has been identified and corrected:*
  - *In most cases, the risk events have been listed in the intended location sequence (see column D), which is: Nature strip, Footpath, Roadway. The cells corresponding to "Nature strip" and "Footpath" were greyed out, and pricing was requested in relation to "Roadway".*
  - *However, the risk events were incorrectly sequenced in the "Valves and Hydrants" section as: Footpath, Roadway, Nature Strip.*
  - *This implied, illogically, that risk event pricing was requested for Traffic Management relating to works in the nature strip (although risk event pricing for Special Condition Sawcutting was correctly requested in relation to works in the roadway or footpath).*
- *on the "Water Risk Events" tab, some cells within the in the "Valves and Hydrants" section had become "un-merged" in the TIP Response, where they had previously been merged; the cell-merging has been restored to the original settings (and are highlighted in red). Additionally, some 'Special Conditions Sawcutting' cells have been merged (and are highlighted in red) to avoid creating errors when correcting the error note above, noting this will have no practical impact at this Risk Event does not relate to Nature Strip work*





- the MSF and transition amounts and have been split across the Program Streams as shown in the table below (noting that 75:25 is the approximate estimated ratio of contract values between the Program Streams):

# CIC

- the "Additional Safety Capability" proposed as an Objective-Oriented Initiative and shown on the "MSF" tab will not form part of the Contract and the relevant rows have been deleted.
- an "Overall Total" tab has been added, showing the Overall Total that relates to clause 30.7 (and is relevant when proposing pricing changes)
- tabs have been re-named and/or re-sequenced, and their header/footer revised, with the intention of improving clarity.

*In the remainder of this Schedule 1 Pricing Schedule, references to "spreadsheet" mean the spreadsheet described above, and references to "tab" mean a tab within that spreadsheet.*



### **1-1 Transition-in**

In relation to the transition-in plan referenced in clause 33.1, the Industry Partner will be entitled to payment of the amounts specified in the "Transition" tab. Of the total amount, 50% will be payable on 30 June 2022 and the balance on 30 September 2022 subject to successful completion of the Transition-in activities.

### **1-2 In-Field Works**

#### **Hourly Rates**

The Hourly Rates are shown in the "Hourly Rates" tab and are inclusive of In-Field Overhead and In-Field Profit. They apply for Service Personnel (including subcontractors), vehicles, plant and equipment (whether hired or owned by the Industry Partner or its subcontractors), are not subject to any minimum hire periods, and are dry-hire unless otherwise stated.

#### **Basis for calculation of Hourly Rates**

The calculation of cost rates for personnel who are subject to an Employee Bargaining Agreement (EBA), including Service Personnel (including Subcontractors), is to be in accordance with the calculations shown in the relevant section of the "Calculation of Rates" tab.

**In-Field Overhead** is included in Hourly Rates, UTAs, Risk Event prices, Service Call prices and Schedule of Rates prices, and is a percentage applied to relevant costs. The percentage is shown in cell D10 of the "Hourly Rates" tab.

**In-Field Profit** is included in Hourly Rates, UTAs, Risk Event prices, Service Call prices and Schedule of Rates prices, and is a percentage applied to relevant costs. The percentage is shown in cell D9 of the "Hourly Rates" tab.

The **UTAs** that apply to the Agreement are stated in the tables within the "UTAs" tab..

The **Risk Event** prices that apply to the Agreement are stated within the "Water Risk Events" and "Sewer Risk Events" tabs.

The **Schedule of Rates** prices that apply to the Agreement are stated in the tables within the "Schedule of Rates" tab.

The **Service Call** prices that apply to the Agreement are stated in the table within the "Service Calls" tab.

### **1-3 Management Services Fee**

#### **MSF Profit**

The MSF Profit for the first year of the Term is shown in cell D13 of the "MSF" tab.

#### **MSF Overhead**

The MSF Profit for the first year of the Term is shown in cell D12 of the "MSF" tab.

#### **Management and Coordination Personnel**

The Management and Coordination Personnel, and their respective FTEs and hourly rates for reimbursement, for the first year of the Term are shown in a table within the "MSF" tab.



The capped total for amounts that South East Water will reimburse in respect of Management and Coordination Personnel for the first year of the Term is shown in cell G44 of the "MSF" tab. This cap, and the amounts reimbursed, are each to be treated as totals across the Industry Partner's contracts for the two Program Streams.

**Basis for calculation of Cost Rates**

The calculation of cost rates for personnel who are not subject to an Employee Bargaining Agreement (EBA), including Management and Coordination Personnel, is to be in accordance with the calculations shown in the relevant section of the "Calculation of Rates" tab.

**Objective-Oriented Costs**



Objective-Oriented Costs, meaning the Industry Partner's costs to deliver an Objective-Oriented Initiative, may be paid under a fixed price, capped fee or other arrangement agreed between the parties on a case-by-case basis for each Objective-Oriented Initiative.

**1-4 Overall Total**

The Overall Total that relates to clause 30.7 (and is relevant when proposing pricing changes) is shown in the "Overall Total" tab.

## Service Stream - PS1 - Pricing Schedule for Contract (spreadsheet)

## Overall Total

	A	B	C	D	E	F	G	H	I	J	K
1											
2											
3											
4											
5											
6	Pricing Schedule Overall Total										
7											
8											
9											
10											
11											
12											
13											
14											
15											

## **Schedule 2 Performance Scenarios and UTA Task examples**

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## **Schedule 2**

### **Performance Scenarios and UTA Task examples**

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Program Stream 1: Industry Partner performance scenario - for discussion purposes only

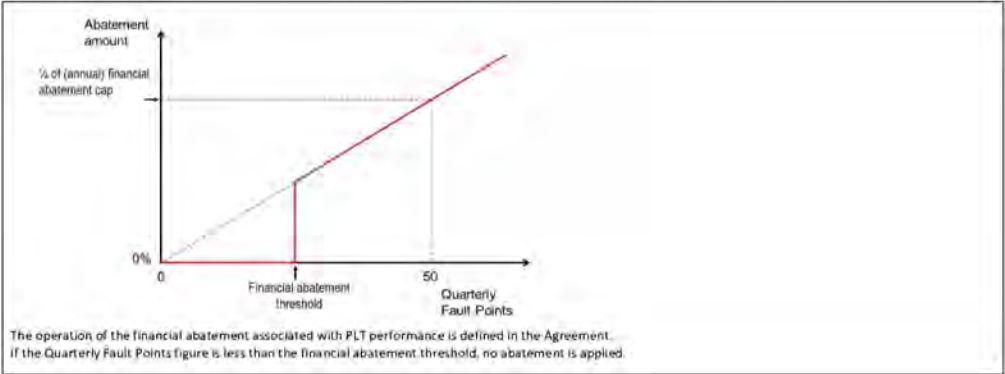
Simplified version - does not consider certain 'safeguards' for Industry Partners

Assumption: The annual contract value (excluding material supplied and/or reimbursed by South East Water) is assumed to be **CIC** for the Program Stream, so that if the Target Workload Percentage is 50% for each Industry Partner, this is **CIC** for each Industry Partner.

	Year 1 (2022-2023)																Year 2 (2023-2024)																Year 3 (2024-2025)															
	Q1				Q2				Q3				Q4				Q1				Q2				Q3				Q4				Q1				Q2				Q3				Q4			
	Jul	Aug	Sep	Qtr	Oct	Nov	Dec	Qtr	Jan	Feb	Mar	Qtr	Apr	May	Jun	Qtr	Jul	Aug	Sep	Qtr	Oct	Nov	Dec	Qtr	Jan	Feb	Mar	Qtr	Apr	May	Jun	Qtr	Jul	Aug	Sep	Qtr	Oct	Nov	Dec	Qtr	Jan	Feb	Mar	Qtr	Apr	May	Jun	Qtr
Industry Partner A	<div>CIC</div>																																															
PLT score (Fault Points)																																																
Financial abatement (PLT performance)																																																
Net over-/ (under)-run on UTA Tasks (\$000s) ie under-runs are shown as negatives																																																
TWP																																																
Industry Partner B	<div>CIC</div>																																															
PLT score (Fault Points)																																																
Financial abatement (PLT performance)																																																
Net over-/ (under)-run on UTA Tasks (\$000s) ie under-runs are shown as negatives																																																
TWP																																																

Comment: The data shown above does not reveal whether the cost to South East Water is lower for one Industry Partner than for another. That is, the UTAs for one Industry Partner may be lower than for the other. There may also be differences in performance associated with Reimbursable and other Tasks.

- Notes:
- a. Figures shown are for discussion purposes and are not intended to be 'realistic' or 'indicative'.
  - b. Financial abatement for PLT under-performance occurs if the Quarterly Fault Points exceed the financial abatement threshold.
  - c. Financial abatement associated with PLT performance is capped for each year of the Term (or 'contract year') in accordance with the Agreement.
  - d. The net over-/ (under)-run of UTAs is calculated for each month, with that over-run or under-run treated in accordance with the Agreement, over-runs are borne 100% by the Industry Partner, and under-runs are shared 50:50 between the Industry Partner and South East Water.
  - e. South East Water may adjust the Target Workload Percentages to reflect PLT performance, net cost of the services, and other factors that it may consider important to the achievement of its maintenance objectives. For example, in the scenarios shown above, although the performance of the Industry Partners may appear similar (by reference to PLT and cost (including over-/ (under)-runs), there may be safety concerns over Industry Partner A that are not reflected in the PLT, and these may have led to South East Water's decision to reduce that Industry Partner's TWP from 55% to 50%.



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Program Stream 1: Industry Partner performance scenario - for discussion purposes only

**Assumption:** The annual contract value (excluding material supplied and/or reimbursed by South East Water) is assumed to be **CIC** for the Program Stream, so that if the Target Workload Percentage is 50% for each Industry Partner, this is **CIC** for each Industry Partner.

**Industry Partner A**  
PLT score (Fault Points)  
Financial abatement (PLT performance)  
  
Net over-/ (under)-run on UTA Tasks (\$000s)  
ie under-runs are shown as negatives  
  
TWP  
  
**Industry Partner B**  
PLT score (Fault Points)  
Financial abatement (PLT performance)  
  
Net over-/ (under)-run on UTA Tasks (\$000s)  
ie under-runs are shown as negatives  
  
TWP

Year 1 (2022-2023)												Year 2 (2023-2024)												Year 3 (2024-2025)																							
Q1				Q2				Q3				Q4				Q1				Q2				Q3				Q4				Q1				Q2				Q3				Q4			
Jul	Aug	Sep	Qtr	Oct	Nov	Dec	Qtr	Jan	Feb	Mar	Qtr	Apr	May	Jun	Qtr	Jul	Aug	Sep	Qtr	Oct	Nov	Dec	Qtr	Jan	Feb	Mar	Qtr	Apr	May	Jun	Qtr	Jul	Aug	Sep	Qtr	Oct	Nov	Dec	Qtr	Jan	Feb	Mar	Qtr	Apr	May	Jun	Qtr
CIC																																															

**Comment:** The data shown above does not reveal whether the cost to South East Water is lower for one Industry Partner than for another. That is, the UTAs for one Industry Partner may be lower than for the other. There may also be differences in performance associated with Reimbursable and other Tasks.

- Notes:**
- a. Figures shown are for discussion purposes and are not intended to be 'realistic' or 'indicative'.
  - b. Financial abatement for PLT under-performance occurs if the Quarterly *Fault Points* exceed the financial abatement threshold.
  - c. Financial abatement associated with PLT performance is capped for each year of the Term (or 'contract year') in accordance with the Agreement.
  - d. The net over-/ (under)-run of UTAs is calculated for each month, with that over-run or under-run treated in accordance with the Agreement; over-runs are borne 100% by the Industry Partner, and under-runs are shared 50:50 between the Industry Partner and South East Water.
  - e. South East Water may adjust the Target Workload Percentages to reflect PLT performance, net cost of the services, and other factors that it may consider important to the achievement of its maintenance objectives. For example, in the scenarios shown above, although the performance of the Industry Partners may appear similar (by reference to PLT and cost (including over-/ (under)-runs), there may be safety concerns over Industry Partner A that are not reflected in the PLT, and these may have led to South East Water's decision to reduce that Industry Partner's TWP from 55% to 50%.

Operation of the PLT

- Under-performance may lead, at South East Water's discretion, to one or both of the following:
- financial abatement
  - workload abatement.

For both financial abatement and workload abatement, there are provisions limiting their application early in the Contract term. There are also provisions to enable abatement to be reversed where a period of poor performance is followed by one of good performance.

Reversal of financial abatements

If the Industry Partner achieves Acceptable Performance (or better) in relation to the Performance Period immediately following a Performance Period in which its PLT performance was less than Acceptable, the abatement amount incurred in that earlier Performance Period will be reversed.

Limitation of abatements early in the Contract term

No financial abatement will be applied in respect of the first two Performance Periods of the first Contract year to support the embedding of overall contractual and specification understanding and compliance.

Financial abatements in respect of the third and fourth Performance Periods of the first Contract year will be calculated on the basis of 50% of the number of Fault Points that would otherwise apply.

No adjustment to Target Workload Percentages will be made during the first Contract year.

Program Stream 2: Industry Partner performance scenario - for discussion purposes only

Simplified version - does not consider certain 'safeguards' for Industry Partners

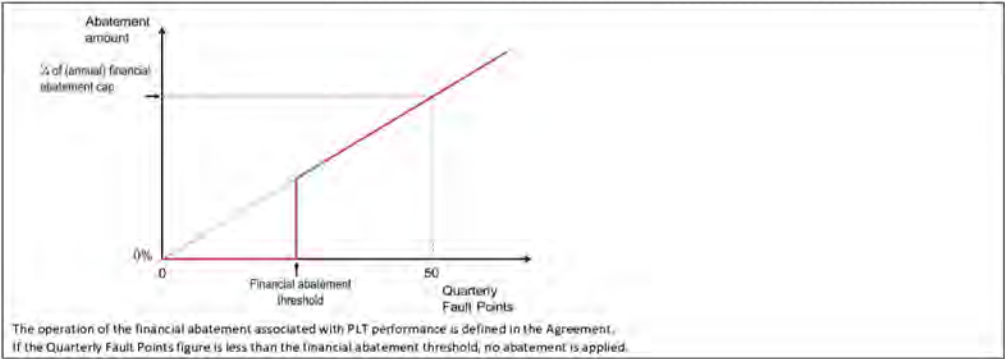
**Assumption:** The annual contract value (excluding material supplied and/or reimbursed by South East Water) is assumed to be **CIC** for the Program Stream, so that if the Target Workload Percentage is 50% for each Industry Partner, this is **CIC** for each Industry Partner.

Industry Partner A  
PLT score (Fault Points)  
Financial abatement (PLT performance)  
  
Net over-/ (under)-run on UTA Tasks (\$000s)  
ie under-runs are shown as negatives  
  
TWP  
  
Industry Partner B  
PLT score (Fault Points)  
Financial abatement (PLT performance)  
  
Net over-/ (under)-run on UTA Tasks (\$000s)  
ie under-runs are shown as negatives  
  
TWP

Year 1 (2022-2023)												Year 2 (2023-2024)												Year 3 (2024-2025)																							
Q1				Q2				Q3				Q4				Q1				Q2				Q3				Q4				Q1				Q2				Q3				Q4			
Jul	Aug	Sep	Qtr	Oct	Nov	Dec	Qtr	Jan	Feb	Mar	Qtr	Apr	May	Jun	Qtr	Jul	Aug	Sep	Qtr	Oct	Nov	Dec	Qtr	Jan	Feb	Mar	Qtr	Apr	May	Jun	Qtr	Jul	Aug	Sep	Qtr	Oct	Nov	Dec	Qtr	Jan	Feb	Mar	Qtr	Apr	May	Jun	Qtr
CIC																																															

**Comment:** The data shown above does not reveal whether the cost to South East Water is lower for one Industry Partner than for another. That is, the UTAs for one Industry Partner may be lower than for the other. There may also be differences in performance associated with Reimbursable and other Tasks.

- Notes:**
- a. Figures shown are for discussion purposes and are not intended to be 'realistic' or 'indicative'.
  - b. Financial abatement for PLT under-performance occurs if the Quarterly *Fault Points* exceed the financial abatement threshold.
  - c. Financial abatement associated with PLT performance is capped for each year of the Term (or 'contract year') in accordance with the Agreement.
  - d. The net over-/ (under)-run of UTAs is calculated for each month, with that over-run or under-run treated in accordance with the Agreement; over-runs are borne 100% by the Industry Partner, and under-runs are shared 50:50 between the Industry Partner and South East Water.
  - e. South East Water may adjust the Target Workload Percentages to reflect PLT performance, net cost of the services, and other factors that it may consider important to the achievement of its maintenance objectives. For example, in the scenarios shown above, although the performance of the Industry Partners may appear similar (by reference to PLT and cost (including over-/ (under)-runs), there may be safety concerns over Industry Partner A that are not reflected in the PLT, and these may





Program Stream 2: Industry Partner performance scenario - for discussion purposes only

**Assumption:** The annual contract value (excluding material supplied and/or reimbursed by South East Water) is assumed to be **CIC** for the Program Stream, so that if the Target Workload Percentage is 50% for each Industry Partner, this is **CIC** for each Industry Partner.

**Industry Partner A**  
PLT score (Fault Points)  
Financial abatement (PLT performance)  
  
Net over-/(under)-run on UTA Tasks (\$000s)  
ie under-runs are shown as negatives  
  
TWP  
  
**Industry Partner B**  
PLT score (Fault Points)  
Financial abatement (PLT performance)  
  
Net over-/(under)-run on UTA Tasks (\$000s)  
ie under-runs are shown as negatives  
  
TWP

Year 1 (2022-2023)												Year 2 (2023-2024)												Year 3 (2024-2025)											
Q1				Q2				Q3				Q4				Q1				Q2				Q3				Q4							
Jul	Aug	Sep	Qtr	Oct	Nov	Dec	Qtr	Jan	Feb	Mar	Qtr	Apr	May	Jun	Qtr	Jul	Aug	Sep	Qtr	Oct	Nov	Dec	Qtr	Jan	Feb	Mar	Qtr	Apr	May	Jun	Qtr				
CIC																																			

**Comment:** The data shown above does not reveal whether the cost to South East Water is lower for one Industry Partner than for another. That is, the UTAs for one Industry Partner may be lower than for the other. There may also be differences in performance associated with Reimbursable and other Tasks.

- Notes:**
- a. Figures shown are for discussion purposes and are not intended to be 'realistic' or 'indicative'.
  - b. Financial abatement for PLT under-performance occurs if the Quarterly *Fault Points* exceed the financial abatement threshold.
  - c. Financial abatement associated with PLT performance is capped for each year of the Term (or 'contract year') in accordance with the Agreement.
  - d. The net over-/(under)-run of UTAs is calculated for each month, with that over-run or under-run treated in accordance with the Agreement; over-runs are borne 100% by the Industry Partner, and under-runs are shared 50:50 between the Industry Partner and South East Water.
  - e. South East Water may adjust the Target Workload Percentages to reflect PLT performance, net cost of the services, and other factors that it may consider important to the achievement of its maintenance objectives. For example, in the scenarios shown above, although the performance of the Industry Partners may appear similar (by reference to PLT and cost (including over-/(under)-runs), there may be safety concerns over Industry Partner A that are not reflected in the PLT, and these may have led to South East Water's decision to reduce that Industry Partner's TWP from 55% to 50%.

Operation of the PLT

Under-performance may lead, at South East Water's discretion, to one or both of the following:

- financial abatement
- workload abatement.

For both financial abatement and workload abatement, there are provisions limiting their application early in the Contract term. There are also provisions to enable abatement to be reversed where a period of poor performance is followed by one of good performance.

Reversal of financial abatements

If the Industry Partner achieves Acceptable Performance (or better) in relation to the Performance Period immediately following a Performance Period in which its PLT performance was less than Acceptable, the abatement amount incurred in that earlier Performance Period will be reversed.

Limitation of abatements early in the Contract term

No financial abatement will be applied in respect of the first two Performance Periods of the first Contract year to support the embedding of overall contractual and specification understanding and compliance.

Financial abatements in respect of the third and fourth Performance Periods of the first Contract year will be calculated on the basis of 50% of the number of Fault Points that would otherwise apply.

No adjustment to Target Workload Percentages will be made during the first Contract year.



UTA Task examples - Program Stream 1 (Water and Sewer)

	UTA Costs					UTA travel vs non-travel		IP Claim					Comment	Notes
	Service Personnel Hourly Rates	Vehicles Hourly Rates	Plant & Equipment Hourly Rates	Quarry Products Cost plus In-field oh+profit	Total	Travel costs (included in 'Total')	Non-travel costs (included in 'Total')	Total IP Cost	Non-eligible travel	Net Costs (after adjustment for non-eligible travel)	UTA (incl any applicable Risk Event)	Over-(under)-run		
Task 1 UTA Actual	<div>CIC</div>												Travel costs = UTA; Non-travel < UTA.	If this were the only task completed in the month, the non-travel cost under-run would be shared 50:50 between IP and SEW.
Task 2 UTA Actual													Travel costs = UTA; Non-travel > UTA.	If this were the only task completed in the month, the non-travel cost over-run would be borne 100% by IP.
Task 3 UTA Actual													Travel costs > UTA; Non-travel < UTA.  Travel cost over-run is normally borne 100% by IP. Although higher travel costs can be recorded on Montage, the system will apply "rules" during the payment calculation that will cap the amount payable to the IP.  Non-travel cost under-run is shared 50:50 between IP and SEW.	
Task 4 UTA Actual													Travel costs < UTA; Non-travel > UTA.	If this were the only task completed in the month, the under-run for travel costs would be netted against an over-run for non-travel costs. (But note the converse does not generally apply).
Task 5 UTA Risk Event Total (UTA+Risk Event) Actual													A Risk Event occurs, with the UTA being increased by the relevant amount for Service Personnel, Vehicles, etc in line with the price stated in the Agreement.	If this were the only task completed in the month, the non-travel cost under-run would be shared 50:50 between IP and SEW.
Task 6 UTA Actual													This task is the same as Task 5 (with the same UTA and the same actual costs) but a Risk Event has not been applied.	

Total for month:  
Pain/Gain Share  
Batch Payment Total

CIC

Notes:  
1. Only vehicles, plant/equipment and personnel included in the relevant UTA buildup are eligible as travel costs (and are capped at 1 hour). Other vehicles, plant/equipment and personnel may be used at any time but their costs will be recorded as "non-travel costs".

- A net aggregate under-run is shared 50:50 between SEW and the IP  
- A net aggregate over-run for the month is borne 100% by the IP

UTA Task examples - Program Stream 2 (Mechanical & Electrical)

	UTA Costs				UTA travel vs non-travel		IP Claim					Comment	Notes
	Service Personnel	Vehicles	Plant & Equipment	Total	Travel costs (included in 'Total')	Non-travel costs (included in 'Total')	Total IP Cost	Non-eligible travel	Net Costs (after adjustment for non-eligible travel)	UTA (incl any applicable Risk Event)	Over/(under)-run		
	Hourly Rates	Hourly Rates	Hourly Rates										
Task 1 UTA Actual												Travel costs = UTA; Non-travel < UTA.	If this were the only task completed in the month, the non-travel cost under-run would be shared 50:50 between IP and SEW.
Task 2 UTA Actual												Travel costs = UTA; Non-travel > UTA.	If this were the only task completed in the month, the non-travel cost over-run would be borne 100% by IP.
Task 3 UTA Actual												Travel costs > UTA; Non-travel < UTA.  Travel over-run is normally borne 100% by IP (as in this example). Except where agreed otherwise in respect of a particular task (in accordance with the Agreement - see Note 1), Montage will apply rules that cap the payment of travel costs at 1 hour initial travel and up to 1 hour subsequent travel per resource	
Task 4 UTA Actual												Travel costs < UTA; Non-travel > UTA.	If this were the only task completed in the month, the under-run for travel costs would be netted against an over-run for non-travel costs. (But note the converse does not generally apply).
Task 5 UTA Risk Event Total (UTA+Risk Event) Actual												A Risk Event occurs, with the UTA being increased by the relevant amount for Service Personnel, Vehicles, etc in line with the price stated in the Agreement.	If this were the only task completed in the month, the non-travel cost under-run would be shared 50:50 between IP and SEW.
Task 6 UTA Actual												This task is the same as Task 5 (with the same UTA and the same actual costs) but a Risk Event has not been applied.	

Total for month:  
Pain/Gain Share  
Batch Payment Total

CIC

Notes:  
1. Clause 25 includes a provision that: "The maximum amount that South East Water will reimburse for the costs of travel is limited to the sum included in the relevant UTA, except that if (in accordance with clause [25.xx]) South East Water agrees to additional travel costs being recorded against a Task then this may be offset against any net cost under-runs of Tasks in the applicable month."

- A net aggregate under-run is shared 50:50 between SEW and the IP  
- A net aggregate over-run for the month is borne 100% by the IP

**Schedule 3 Performance League Table**

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### Schedule 3

#### Performance League Table

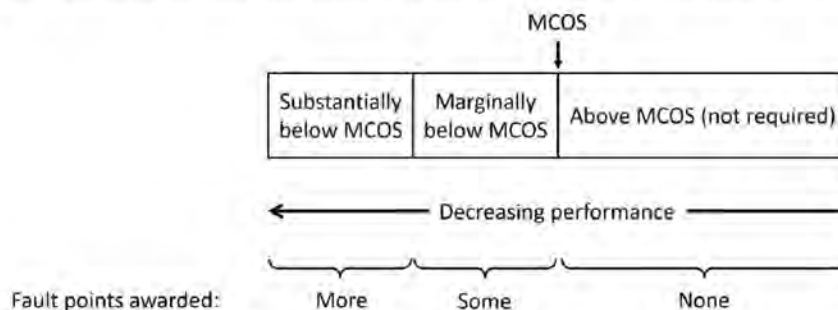
The PLT Performance element of the Performance Regime has been designed to reflect the increase or decrease in value to South East Water that is created by the Industry Partner's performance as measured by the PLTs.

#### Design of the PLT

The PLT comprises a set of performance indicators ('KPIs'), gathered into groups (eg "Schedule", "Quality"). The two PLTs for Program Stream 1 (for Water and Sewer services respectively) are broadly similar but have been fine-tuned to reflect their specific application. The KPIs are measured across all Tasks, irrespective of type.

South East Water requires the Industry Partner to achieve the level of services stated in the Specification but does not attach value to over-performance (preferring instead that an Industry Partner's potential to over-perform be translated into lower cost).

The KPIs are calibrated to reflect South East Water's view of performance, with "Fault Points" awarded to the Industry Partner in the event of performance below a level defined as the Minimum Level of Satisfaction ('MCOS'). This is shown in Figure 1. Where performance is marginally below MCOS, a specified number of Fault Points are awarded. If performance falls substantially below MCOS, a larger number of Fault Points (usually double) will be awarded. The number of Fault Points corresponding to these two levels of under-performance are shown, for each KPIs, in the PLT.



**Figure 1 Calibration of the performance spectrum for KPIs**

For example, a KPI that measures rectification times (eg "target rectification time under 4hrs") may be calibrated such that MCOS requires the target to be achieved for 95% of Tasks. Achieving the target for 90-95% of Tasks could be "Marginally below MCOS", and achieving the target for fewer than 90% of Tasks could be "Substantially below MCOS". Marginally below MCOS may result in the award of 1 Fault Point, and Substantially below MCOS could result in the award of 2 Fault Points.

PLT performance will be measured and reported "for information purposes" on a monthly basis. PLT performance will be reported for each Quarter during the Term as an input to the PLT Performance element of the Performance Regime. The KPI performance reported for each Quarter will be calculated on the basis described in the relevant PLT.

During the month following the end of a Quarter, the Industry Partner may engage with South East Water to address queries. Abatements will be implemented as an adjustment during the subsequent month. That is, for a Quarter running from January to March, the month of April will be available for



addressing queries, and the abatement (if any) will be implemented in May. This means that a retainer will or may be needed for the final month of the Term.

### Operation of the PLT

Under-performance may lead, at South East Water's discretion, to one or both of the following:

- financial abatement
- workload abatement.

For both financial abatement and workload abatement, there are provisions limiting their application early in the Contract term. There are also provisions to enable abatement to be reversed where a period of poor performance is immediately followed by one of good performance.

### Financial abatement amounts

Financial abatement associated with PLT performance will be proportional to the number of Fault Points awarded for the Quarter, subject to a minimum threshold (below which no abatement will apply) and a cap (above which no further abatement will be levied).

#### Quarterly financial abatement amounts

Abatement amounts will be calculated and levied each Quarter.

Subject to the financial abatement threshold (see below), the abatement amount for the Quarter is:

- based on a fixed sum that is the financial abatement per Quarterly Fault Point; and
- equal to the number of Fault Points awarded for the Quarter (the Quarterly Fault Points) multiplied by the financial abatement per Quarterly Fault Point.

The financial abatement per Quarterly Fault Point is **CIC** for the first year of the Term and is escalated in accordance with clause 27.

This is illustrated in the graph in Figure 2.

Because there are two PLTs relevant to Program Stream 1, the number of Fault Points will be taken to be the average number of Fault Points awarded across the two PLTs.

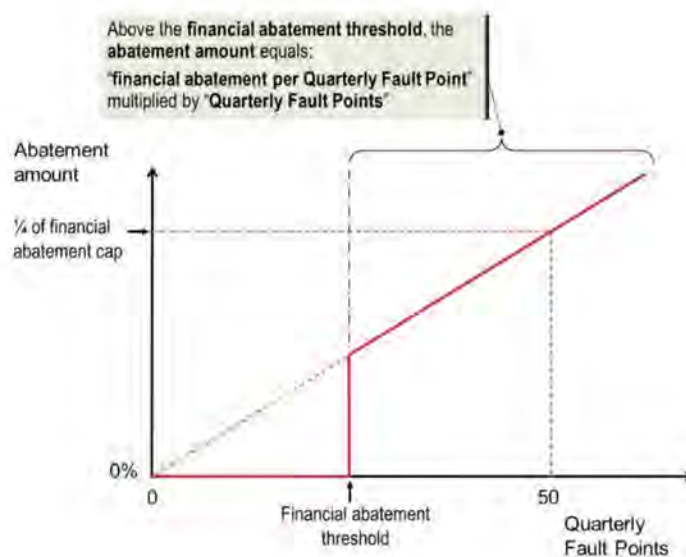


Figure 3



**Financial abatement threshold**

No financial abatement will apply if the Quarterly Fault Points (being calculated on the basis shown in the relevant PLT) is less than or equal to 20 (this being regarded as an 'Acceptable' level of performance, in the sense of being *just about tolerable*).

**Financial abatement cap**

*The financial abatement cap above which no further financial abatement will be levied (over a full year of the Term) in respect of PLT performance is **CIC** for the first year of the Term and is escalated in accordance with clause 27.*

**Reversal of financial abatements**

If the Industry Partner achieves Acceptable Performance (or better) in relation to the Quarter immediately following a Quarter in which its PLT performance was less than Acceptable, the abatement amount incurred in that earlier Performance Period will be reversed.

**Workload abatement**

South East Water may adjust Target Workload Percentages in favour of the higher-performing Industry Partner within a Program Stream in accordance with the Agreement.

**Limitation of abatements early in the Term**

No financial abatement will be applied in respect of the first two Quarters of the first year of the Term, this may be regarded as a "full amnesty"

Financial abatements in respect of the third and fourth Quarters of the first year of the Term will be calculated on the basis of 50% of the number of Fault Points that would otherwise apply; this may be regarded as a "partial amnesty".

No adjustment to Target Workload Percentages will be made during the first year of the Term.

**Other matters**

The PLT performance will be made available to both Industry Partners to drive competition and efficiencies between both parties.

The Industry Partner must perform 100% of the work, using best endeavours and with the support of South East Water, in the event that the Other Industry Partner's contract is terminated.

**Attachment 1 – PLT/s**

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**Attachment 1 – PLT/s**

Schedule 3 - Performance League Table



Stream 1 - Water Civil	Marginally Below MCOS	Substantially Below MCOS
<b>1. Schedule</b>		
<p>Note: in the "Schedule" KPI group, each item (1.1, 1.2, ...) represents multiple KPIs. There is a separate KPI for each value of 'n' shown. For example, in relation to item 1.2 (where n = 1, 3-4, 5-8, Leaks), this means there is a separate KPI for each value of 'n'. In some cases, 'n' has multiple values, so that one KPI covers tasks which are either Priority 3 or Priority 4, and that KPI assesses the percentage of those tasks for which response was achieved within the relevant target (which differs according to priority level). For clarity, note that "5-8" means 5 and 6 and 7 and 8, whereas "8/10" means 8 and 10. Where it is indicated that 'n' can have the value "Leak" or "Planned WSI", this refers to "Leak inspections" or "Planned WSIs with rectification within target", etc. That is, the interpretation is clear from the context although not literal. All scheduled Priority 9 tasks to be completed within 30 days of award.</p>	<p>Fault Points per KPI 'n'</p> <p>Maximum Fault Points</p>	<p>Fault Points per KPI 'n'</p> <p>Maximum Fault Points</p>
1.1 Percentage of 'Priority n' tasks allocated within target (n = 7,10)	1 pt	2 pts
1.2 Percentage of 'Priority n' tasks, and leak inspections, with response within target (n = 1, 3-4, 5-8, Leaks)	1 pt	4 pts
1.3 Average response duration of 'Priority n' tasks within target (n = ESC1, ESC2, ESC3), noting ESC1 = P1, ESC2 = P3, P4, ESC3 = P5, P6, P7	1 pt	3 pts
1.4 Percentage of 'Priority n' tasks with rectification within target (n = 1, 3-4, 5-7, 8/10, Unplanned WSI, Planned WSI, Unplanned WSI in peak times, Planned WSI within notification period)	1 pt	8 pts
1.5 Average rectification duration of 'Priority n' tasks within target (n = ESC1, ESC2, ESC3, WSI Unplanned, WSI Planned)	1 pt	5 pts
1.6 Number of overdue 'mark points' accrued on tasks per quarter (n = 1-7, 8-10)	1 pt	2 pts
<b>Total (for KPI group "Schedule"):</b>	<b>24 pts</b>	<b>48 pts</b>
Note: For all Schedule KPIs, further definition and targets are provided in Schedule 8.		
<b>2. Quality</b>		
	Fault Points	Fault Points
2.1 Percentage of tasks for which a SITE audit is conducted	4 pts	8 pts
2.2 Percentage of tasks that the IP marks 'Data Complete' but which South East Water subsequently rejects (due to incomplete/incorrect data or other reason)	4 pts	8 pts
2.3 Percentage of tasks that achieve "Data Complete" within 14 days of "Work Complete"	4 pts	8 pts
2.4 Number of Non-Conformance Notices issued by South East Water in relation to Quality Management. One non-conformance notice corresponds to marginally below MCOS. Two or more non-conformance notices corresponds to substantially below MCOS	3 pts	6 pts
<b>Total (for KPI group "Quality"):</b>	<b>15 pts</b>	<b>30 pts</b>
<b>3. Safety &amp; Environment</b>		
	Fault Points	Fault Points
3.1 Number of Non-Conformance Notices issued by South East Water in relation to Safety Management. One non-conformance notice corresponds to marginally below MCOS. Two or more non-conformance notices corresponds to substantially below MCOS	3.5 pts	7 pts
3.2 Number of Non-Conformance Notices issued by South East Water in relation to Environmental Management. One non-conformance notice corresponds to marginally below MCOS. Two or more non-conformance notices corresponds to substantially below MCOS	3 pts	6 pts
<b>Total (for KPI group "Safety &amp; Environment"):</b>	<b>6.5 pts</b>	<b>13 pts</b>
<b>4. Customer &amp; Stakeholder</b>		
	Fault Points	Fault Points
4.1 Performance in Customer Survey (relating to topics such as attitude, site tidiness on completion, and notice before starting work)	2.5 pts	5 pts
4.2 Performance in Stakeholder Survey (relating to client focus, staff approach, problem ownership, timely response)	2.0 pts	4 pts
<b>Total (for KPI group "Customer &amp; Stakeholder"):</b>	<b>4.5 pts</b>	<b>9 pts</b>
<b>Total</b>	<b>50 pts</b>	<b>100 pts</b>
<b>Calculation of Quarterly Fault Points is based on:</b> <ul style="list-style-type: none"> <li>all tasks that achieve Completion (or other relevant milestone) in the Quarter,</li> <li>the number of 'mark points' accrued in the Quarter,</li> <li>the total number of non-conformance notices issued during the Quarter,</li> <li>the average scores for all surveys completed during the Quarter.</li> </ul>		

MCOS Performance	Boundary btw 'marginally' and 'substantially below MCOS
------------------	---

95%	90%
95%	90%
ESC1 36 ESC2 82 ESC3 317	ESC1 38 ESC2 97 ESC3 334
n = 1, 3-4, 5-7, 8/10 WSI Unplanned (% in 5 hrs) 95% WSI Unplanned (% in peak) 98.5% WSI Planned (% in 5 hrs) 27.6% WSI Planned (% in notification) 80.1% WSI Planned (% in notification) 98%	n = 1, 3-4, 5-7, 8/10 WSI Unplanned (% in 5 hrs) 90% WSI Unplanned (% in peak) 98.5% WSI Planned (% in 5 hrs) 30% WSI Planned (% in notification) 76% WSI Planned (% in notification) 96%
ESC1 270 ESC2 305 ESC3 1800 WSI Unplanned 88 WSI Planned 179.2	ESC1 284 ESC2 321 ESC3 1895 WSI Unplanned 92 WSI Planned 189
n = 1-7 500 n = 8-10 50	n = 1-7 1000 n = 8-10 100

2%	1%
5%	8%
90%	85%
0	>1

0	>1
0	>1

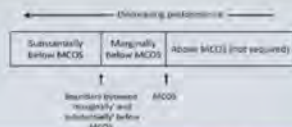
95%	90%
80%	70%



## Schedule 3 - Performance League Table

The PLT uses the calibration shown in this figure:

The term 'MCOS' means Minimum Conditions of Satisfaction.



Stream 1 - Sewer	Marginally Below MCOS		Substantially Below MCOS	
<b>1. Schedule</b>				
<i>Note: In the "Schedule" KPI group, each item (1.1, 1.2, ...) represents multiple KPIs. There is a separate KPI for each value of 'n' shown. For example, in relation to item 1.2 (where n = 1, 2-4, 5-8), this means there is a separate KPI for each value of 'n'. In some cases, 'n' has multiple values, so that one KPI covers tasks which are either Priority 3 or Priority 4, and that KPI assesses the percentage of those tasks for which response was achieved within the relevant target (which differs according to priority level). For clarity, note that "5-8" means 5 and 5 and 7 and 8, whereas "8-10" means 8 and 10. Response targets such as 7.1, 7.2 etc. 7.x contains the response time target as per Schedule 5. All scheduled Priority 9 tasks to be completed within 30 days of award.</i>	<b>Fault Points per KPI 'n'</b>	<b>Maximum Fault Points</b>	<b>Fault Points per KPI 'n'</b>	<b>Maximum Fault Points</b>
1.1 Percentage of priority (n) tasks allocated within target (n = 7,10)	1.5 pts	3 pts	3 pts	6 pts
1.2 Percentage of Priority (n) tasks with response within target (n = 1, 2-4, 5-8)	1.5 pts	4.5 pts	3 pts	9 pts
1.3 Average response duration of Priority (n) tasks within target (n = ESC Blocks/Spills) ESC = P1 and P2	1.5 pts	1.5 pts	3 pts	3 pts
1.4 Percentage of Priority (n) tasks with rectification within target (n = 1, 2-4, 5-7, 8/10, ESC Blocks/Spills, ESC Spills, ESC Spill in House)	1.5 pts	10.5 pts	3 pts	21 pts
1.5 Average rectification duration of Priority (n) tasks within target (n = ESC Blocks/Spills)	1.5 pts	1.5 pts	3 pts	3 pts
1.6 Number of overdue 'mark points' accrued on tasks per quarter (n = 1-7, 8-10)	1.5 pts	3 pts	3 pts	6 pts
<b>Total (for KPI group "Schedule"):</b>		<b>24 pts</b>		<b>48 pts</b>
<i>Note: For all KPIs, further definition and targets are provided in Schedule 5</i>				
<b>2. Quality</b>				
	<b>Fault Points</b>		<b>Fault Points</b>	
2.1 Percentage of tasks for which a SITE audit is conducted	4 pts		6 pts	
2.2 Percentage of tasks that the IP marks 'Data Complete' but which South East Water subsequently rejects (due to incomplete/incorrect data or other reason)	4 pts		6 pts	
2.3 Percentage of tasks that achieve "Data Complete" within 14 days of "Work Complete"	4 pts		6 pts	
2.4 Number of Non-Conformance Notices issued by South East Water in relation to Quality Management. One non-conformance notice corresponds to marginally below MCOS. Two or more non-conformance notices corresponds to substantially below MCOS	3 pts		6 pts	
<b>Total (for KPI group "Quality"):</b>	<b>15 pts</b>		<b>30 pts</b>	
<b>3. Safety &amp; Environment</b>				
	<b>Fault Points</b>		<b>Fault Points</b>	
3.1 Number of Non-Conformance Notices issued by South East Water in relation to Safety Management. One non-conformance notice corresponds to marginally below MCOS. Two or more non-conformance notices corresponds to substantially below MCOS	3.5 pts		7 pts	
3.2 Number of Non-Conformance Notices issued by South East Water in relation to Environmental Management. One non-conformance notice corresponds to marginally below MCOS. Two or more non-conformance notices corresponds to substantially below MCOS	3 pts		6 pts	
<b>Total (for KPI group "Safety &amp; Environment"):</b>	<b>6.5 pts</b>		<b>13 pts</b>	
<b>4. Customer &amp; Stakeholder</b>				
	<b>Fault Points</b>		<b>Fault Points</b>	
4.1 Performance in Customer Survey (relating to topics such as attitude, site tidiness on completion, and notice on completion of work)	2.5 pts		5 pts	
4.2 Performance in Stakeholder Survey (relating to client focus, staff approach, problem ownership, timely response)	2.0 pts		4 pts	
<b>Total (for KPI group "Customer &amp; Stakeholder"):</b>	<b>4.5 pts</b>		<b>9 pts</b>	
<b>Total</b>	<b>50 pts</b>		<b>100 pts</b>	

**Calculation of Quarterly Fault Points is based on:**

- all tasks that achieve Completion (or other relevant milestone) in the Quarter.
- the number of 'mark points' accrued in the Quarter.
- the total number of non-conformance notices issued during the Quarter.
- the average scores for all surveys completed during the Quarter.

MCOS Performance	Boundary btw 'marginally' and 'substantially' below MCOS
------------------	--

95%	90%
95%	90%
47	48.5
n = 1, 2-4, 5-7, 8/10 Blocks/Spills (% in 4 hrs) 95% Sewer Spills (% in 5 hrs) 98.6% Sewer Spills in house (% in 1 hr) 100%	n = 1, 2-4, 5-7, 8/10 Blocks/Spills (% in 4 hrs) 90% Sewer Spills (% in 5 hrs) 95.5% Sewer Spills in house (% in 1 hr) 96.8%
137.1 mins	141.4 mins
n = 1-7 500 n = 8-10 50	n = 1-7 1000 n = 8-10 100

5%	3%
5%	8%
90%	85%
0	>1

0	>1
0	>1

95%	90%
80%	70%



## **Schedule 4 Specifications**

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## Schedule 4

### Specifications

The Specifications comprise the following documents, applicable as shown:

Document title	Program Stream 1 (Water and Sewer)	Program Stream 2 (Mechanical & Electrical)
Part 1: General Requirements	✓	✓
Part 2: Water Civil	✓	-
Part 3: Sewer Cleaning & Civil	✓	-
Part 4: Mechanical & Electrical	-	✓

## Specifications – General Requirements

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# **Water and Sewer Maintenance Services Agreement**

## **Schedule 4 – Specifications**

### **Part 1: General Requirements**

Version	Issue date	Approved for issue Name / role / date of approval	Comment
1.0	25/8/21	Prerna Ramamurthy/Group Manager-Maintenance/25/8/21	
1.1	06/04/22	Prerna Ramamurthy/Group Manager-Maintenance/06/04/22	Revision to Service Area definitions, Section 1.1 Glossary of defined terms
2.0	30/11/24	Prerna Ramamurthy/Group Manager-Maintenance	Clause 1.2 Service Personnel Requirements
2.1	16/05/25	Prerna Ramamurthy/Group Manager-Maintenance	Specialist Leak Detection



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# 1. GENERAL ITEMS

## 1.1 Glossary of defined terms

In the Specifications, the terms listed in this glossary have the definitions shown, unless the context requires otherwise:

Term or abbreviation	Definition
Above Ground Hydrant	Fitting on water main used for firefighting or flushing of the water supply system. Also, known as an L-type hydrant or pillar box hydrant (PBH).
AC	Asbestos cement
Access Track	A formed vehicular path usually leading from the security access gates to the structure, sewerage pumping station, etc.
Accredited Traffic Controller	A person who has received nationally recognised 'traffic controller' training, which must be from a Registered Training Organisation, such as:  i.RIIWHS205E - Control traffic with Stop slow Bat, and ii.RIIWHS302E - Implement traffic management plans.
Action Request	Request raised by the Industry Partner for additional works, the need for which is identified whilst on-site (i.e. fault report request).
Air Valves	Fitting on water main used for releasing air out of the main.
Allocate	The same as "dispatch"
Approved Hydrants (Sewer)	Hydrants located on 150mm to 225mm water mains that the Industry Partner may access. Access to hydrants located on water mains that are 100mm or smaller is not authorized and the Industry must not access such hydrants due to the risk of causing dirty water to our customers.
Authority	Means all or any national, state, municipal or other governmental, statutory or other such government approved authority or body having authority or jurisdiction over a Site or the performance of a Task.
Basic Traffic Management – Stream 1	Traffic management that can be performed by no more than two dedicated Accredited Traffic Controllers and a vehicle in addition to the maintenance crew performing inspections or repairs
Basic Traffic Management – Stream 2	Passive traffic management that can be set up by Accredited Traffic Controllers from the maintenance crew, but does not require dedicated Traffic Controllers to conduct active traffic management throughout the Task.
Below Ground Hydrant	Fitting on water main used for firefighting or flushing of the water supply system. Also, known as a fireplug.
Bend	Separate fitting used for change in direction of water main.
Blowback	Blowback occurs when air is entrained into the water in a sewer due to a hydraulic jump in the pipeline, or due to movement of a hydraulic jump within the pipe. Water and air can subsequently surge backwards up through a property connection exiting inside a property through the toilet(s). Blowback



Term or abbreviation	Definition
	commonly occurs when a sewer is being cleaned using hydraulic jetting and can occur when cleaning either in an upstream or downstream (the most common cause) direction.
Blowers	Mechanical fans used to ventilate underground structures.
Blue Marker	A marker affixed to the road surface adjacent to a hydrant to signify its presence/approximate location
Boundary Kit (Pressure Sewer)	Equipment used to isolate the on-property components of a Pressure Sewer System from the utility components, typically comprising a non-return valve, flushing tee, and ball shut-off valve.
Boundary Trap (BT)	A plumbing fixture installed on the sanitary drain, consisting of a 'U' bend permanently full of water creating a water seal to prevent noxious or odorous gases within the sewer system back venting into sanitary drains.
Branch Sewer	A pipeline, generally 375 mm diameter or greater, for the collection of sewage from individual Reticulation Sewers via the Branch Main Sewer to a point of treatment or re-lift to another catchment via a sewerage pump station.
Broken pipe	If any pieces of sewer pipe are collected during inspection and/or maintenance activities, the sewer length should be recommended for CCTV.
Chase	The section in the base of the Maintenance Structure through which sewage normally flows.
COLT	Continuous On-line Testing devices
Communications Centre	24/7 Faults & Emergencies Call Centre through which customers contact South East Water to report any system faults and/or emergencies. The Communications Centre also provides after hours support to the Network Operations Control Centre by assuming responsibility for monitoring of South East Water's SCADA Systems.
Connection Point (27A)	The termination connection between South East Water's Property Connection Branch and the customer sanitary branch
Consumables	The materials described in, or similar to those described in, the General Requirements, Table 2 Consumables, and includes all necessary sundries, hand tools and tools of trade, grinding wheels, cable ties, tape, electrical certificates, and other consumables, PPE).
Control Cabinet	A metal cabinet containing the electrical instrumentation to operate and monitor the pump station performance.
Controller (Pressure Sewer)	On-property control unit that controls the operation of, monitoring of, and power supply to an on-property pressure sewer system.
Critical Customer or Special Needs Customer	Key customer or a critical consumer whose health is reliant on potable drinking water supply (i.e. Dialysis patient).
Critical Spares	Specialist or operationally critical spare parts not held in South East Water's standard store inventory, and typically of limited availability from suppliers.
CRTU	Continuous Residual Trim Unit
Customer Charter	Outlines the customer service standards that South East Water aim to deliver.
Customer Notification Card	A formal notification provided to a customer, usually on a pre-printed card supplied by South East Water (e.g. 'Access to property' cards and 'We couldn't access our pipes' card). Customer notifications notices are also sent digitally



Term or abbreviation	Definition
	via email and/or text message where South East Water has those details for the customer and/or property owner.
Dead Plate	A metal plate located beneath a cast iron grated Maintenance Structure cover to stop dirt, debris, etc. falling into the sewer.
Debris	Larger size particles such as screenings or rags, objects, broken bits of pipe, etc. are classified as debris.
Defect Notice	A formal defect notification provided to a customer, usually on a pre-printed card supplied by South East Water (e.g. 'Defective Water Pipes or Fittings' notice). Defect notices are also sent digitally via email and/or text message where South East Water has those details for the customer and/or property owner.
Detention / Contingency Tank	A structure which is designed to provide emergency storage for a pumping station, or for the sewerage network during wet weather events.
Disinfection Plant	Plant used for secondary disinfection of drinking water within the water supply system.
Despatch	The allocation of jobs or tasks to the Industry Partner
Domestic Service (or Water Service)	Consists of the ferrule or ball valve on the water main and the service pipe to the first stop tap outside the property boundary or at the meter.
Drop Pipe	A vertical pipe inside a Maintenance Structure.
DYBD	Dial Before You Dig
Emergency Relief Structure	Generally consisting of one or more Maintenance Structures designed to provide a controlled point of discharge to a drain or waterway in the event of a sewer failure.
ERS Flap Gate	Usually a timber or plastic hinged gate located the end of an overflow pipe and located in an overflow Maintenance Structure, the purpose of the flap gate is to allow emergency releases of sewage from the sewerage network whilst preventing odour releases from the sewerage network and preventing inflows from creeks and storm water systems back into the sewerage network.
Excavation by Hand	The inspection, gaining access, planning and excavation to the sewer asset, repair of the problem (which may require replacement with an approved pipe system) and restoring the integrity of that particular portion of the sewer by means of manual labour without the use of mechanical aid (e.g. Hydro excavation, excavator, etc.), excluding compressors.
Excavation by Plant	The inspection, gaining access, planning and excavation of the sewer asset, repair of the problem (which may require replacement with an approved pipe system) and restoring the integrity of that particular portion of the sewer by means of mechanically aided excavation equipment (e.g. Excavators, hydro excavation, etc.).
Fats	Oily substance of animal bodies usually found in clumps that are dislodged from the sewer walls during cleaning.
Field Sketch	Drawings demonstrating on-site asset configuration, showing key measurement details with respect to known reference points to enable accurate plotting on GIS; including any other details pertinent to the works such as: material type, pipe diameter, date and time, asset ID, name of person submitting sketch, Task reference number. Field Sketch may be used to demonstrate construction of new or alterations to existing assets, including demonstration of inconsistencies from South East Waters GIS.

Term or abbreviation	Definition
Flow Management Plan	An approved document by South East Water Operations group that outlines the control measures to adequately manage the live sewer flows during planned works.
GSL	Guaranteed Service Level
GW1	Galvanised wrought iron
Hourly Rates	Means the hourly rates, inclusive of In-Field Overhead and In-Field Profit, for Service Personnel (including subcontractors), vehicles, plant and equipment, in each case as specified in the Pricing Schedule and as adjusted in accordance with this Agreement.
Infiltration	The entry of water from outside of the Maintenance Structure into the Maintenance Structure or sewer, usually through joints or cracks.
Inflow	The entry of water from outside of the Maintenance Structure into the Maintenance Structure or sewer, usually through illegal connections.
Inspection Shaft (IS)	A shaft constructed in line of a sanitary drain for the purpose of inspection and future access for locating and clearing the drain
Job	means a high level maintenance service requirement awarded by South East Water to the Industry Partner pursuant to this Agreement, which may include one or more Tasks.
Key Customer	A customer whose production/operation is dependent of provision of large volumes of drinking water where an outage will cause major economic loss.
Ladder	A ladder, constructed of galvanised iron, stainless steel, or plastic-coated metal affixed to the inside of the Maintenance Hole wall for access from the surface level of the Maintenance Hole to the bottom of the Maintenance Hole
Landing	A concrete platform inside a Maintenance Structure.
Legislative Requirements	Includes all applicable: (a) acts, ordinances, regulations, by-laws and other subordinate legislation including the OH&S Legislation and the Environment Protection Act; (b) any approvals necessary for the Industry Partner to perform its obligations under this Agreement; and (c) Australian Standards, the Building Code of Australia, Water Services Association of Australia codes, Melbourne Retail Water Agencies Codes, standards and specifications, and other codes of practice or industry standards.
Line Clear	This box is marked in the SI form of the Works Management System when no matter is seen flowing through the chase or was collected in the basket.
Logistic Services	Means the provision of dedicated and competent management resources to ensure the safe, efficient and effective operations for movement of vehicles and personnel to support the all deployed resources for the duration of the event. This will ensure coordination and monitoring of all resources to ensure a safe work environment is maintain, fatigue is effectively managed, monitoring and confirming resources are performing works consistent with directions provided, ensuring information requirements are captured consistent with specification requirements.
Long Side Service	A service pipe that is wholly or partially within the road pavement.
M&E Service Area 1	South East Water's Service Area is defined by Water and Sewerage Districts of South East Water Corporation determined in accordance with section 122 of the Water Act 1989 (Vic).

Term or abbreviation	Definition			
	<p>As at the Commencement Date, M&amp;E Service Area 1 is defined as: An area within South East Water's Service Area, which includes partially or wholly the following suburbs:</p> <ul style="list-style-type: none"><li>•</li></ul> <table><tr><td><ul style="list-style-type: none"><li>• Albert Park</li><li>• Armadale</li><li>• Aspendale</li><li>• Aspendale Gardens</li><li>• Athlone</li><li>• Balaclava</li><li>• Bangholme</li><li>• Bayles</li><li>• Bayswater</li><li>• Beaconsfield</li><li>• Beaconsfield Upper</li><li>• Beaumaris</li><li>• Belgrave</li><li>• Belgrave Heights</li><li>• Belgrave South</li><li>• Bentleigh</li><li>• Bentleigh East</li><li>• Berwick</li><li>• Black Rock</li><li>• Blind Bight</li><li>• Bonbeach</li><li>• Boronia</li><li>• Botanic Ridge</li><li>• Braeside</li><li>• Brandy Creek</li><li>• Brighton</li><li>• Brighton East</li><li>• Buln Buln</li><li>• Bunyip</li><li>• Bunyip North</li><li>• Caldermeade</li><li>• Cannons Creek</li><li>• Cardinia</li><li>• 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Term or abbreviation	Definition					
	<ul style="list-style-type: none"><li>• Clayton South</li><li>• Clyde</li><li>• Clyde North</li><li>• Cora Lynn</li><li>• Cranbourne</li><li>• Cranbourne East</li><li>• Cranbourne North</li><li>• Cranbourne South</li><li>• Cranbourne West</li><li>• Crossover</li><li>• Dalmore</li><li>• Dandenong</li><li>• Dandenong North</li><li>• Dandenong South</li><li>• Devon Meadows</li><li>• Dewhurst</li><li>• Dingley Village</li><li>• Docklands</li><li>• Doveton</li><li>• Drouin</li><li>• Drouin East</li><li>• Drouin South</li><li>• Drouin West</li><li>• Edithvale</li></ul>	<ul style="list-style-type: none"><li>• Lysterfield South</li><li>• Maryknoll</li><li>• Mckinnon</li><li>• Melbourne</li><li>• Mentone</li><li>• Menzies Creek</li><li>• Middle Park</li><li>• Modella</li><li>• Monomeith</li><li>• Moorabbin</li><li>• Moorabbin Airport</li><li>• Mordialloc</li><li>• Mount Burnett</li><li>• Mount Dandenong</li><li>• Mountain View</li><li>• Murrumbeena</li><li>• Nar Nar Goon</li><li>• Nar Nar Goon North</li><li>• Narre Warren</li><li>• Narre Warren East</li><li>• Narre Warren North</li><li>• Narre Warren South</li><li>• Nayook</li><li>• Neerim</li></ul>	<ul style="list-style-type: none"><li>• Tetoora Road</li><li>• The Basin</li><li>• Tonimbuk</li><li>• Tooradin</li><li>• Toorak</li><li>• Torwood</li><li>• Tremont</li><li>• Tynong</li><li>• Tynong North</li><li>• Upper Ferntree Gully</li><li>• Upwey</li><li>• Vervale</li><li>• Wantirna</li><li>• Wantirna South</li><li>• Warneet</li><li>• Warragul</li><li>• Warragul South</li><li>• Warragul West</li><li>• Waterways</li><li>• Windsor</li><li>• Yannathan</li></ul>			
M&E Service Area 2	<p>South East Water's Service Area is defined by Water and Sewerage Districts of South East Water Corporation determined in accordance with section 122 of the Water Act 1989 (Vic).</p> <p>As at the Commencement Date, M&amp;E Service Area 2 is defined as: An area within South East Water's Service Area, which includes the following suburbs:</p> <ul style="list-style-type: none"><li>•</li></ul> <table><tr><td><ul style="list-style-type: none"><li>• Arthurs Seat</li><li>• Balnarring</li><li>• Balnarring Beach</li><li>• Baxter</li><li>• Bittern</li><li>• Blairgowrie</li><li>• Boneo</li><li>• Cape Schanck</li><li>• Crib Point</li><li>• Dromana</li><li>• Fingal</li><li>• Flinders</li><li>• Frankston</li><li>• Frankston South</li></ul></td><td><ul style="list-style-type: none"><li>• Hastings</li><li>• HMAS Cerberus</li><li>• Main Ridge</li><li>• McCrae</li><li>• Merricks</li><li>• Merricks Beach</li><li>• Merricks North</li><li>• Moorooduc</li><li>• Mornington</li><li>• Mount Eliza</li><li>• Mount Martha</li><li>• Point Leo</li><li>• Portsea</li><li>• Red Hill</li></ul></td><td><ul style="list-style-type: none"><li>• Red Hill South</li><li>• Rosebud</li><li>• Rosebud West</li><li>• Rye</li><li>• Safety Beach</li><li>• Shoreham</li><li>• Somers</li><li>• Somerville</li><li>• Sorrento</li><li>• St Andrews Beach</li><li>• Tootgarook</li><li>• Tuerong</li><li>• Tyabb</li></ul></td></tr></table>			<ul style="list-style-type: none"><li>• Arthurs Seat</li><li>• Balnarring</li><li>• Balnarring Beach</li><li>• Baxter</li><li>• Bittern</li><li>• Blairgowrie</li><li>• Boneo</li><li>• Cape Schanck</li><li>• Crib Point</li><li>• Dromana</li><li>• Fingal</li><li>• Flinders</li><li>• Frankston</li><li>• Frankston South</li></ul>	<ul style="list-style-type: none"><li>• Hastings</li><li>• HMAS Cerberus</li><li>• Main Ridge</li><li>• McCrae</li><li>• Merricks</li><li>• Merricks Beach</li><li>• Merricks North</li><li>• Moorooduc</li><li>• Mornington</li><li>• Mount Eliza</li><li>• Mount Martha</li><li>• Point Leo</li><li>• Portsea</li><li>• Red Hill</li></ul>	<ul style="list-style-type: none"><li>• Red Hill South</li><li>• Rosebud</li><li>• Rosebud West</li><li>• Rye</li><li>• Safety Beach</li><li>• Shoreham</li><li>• Somers</li><li>• Somerville</li><li>• Sorrento</li><li>• St Andrews Beach</li><li>• Tootgarook</li><li>• Tuerong</li><li>• Tyabb</li></ul>
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Maintenance Structure	<p>Maintenance Structures include but are not limited to Maintenance Holes (MH), chambers (MC), shafts (MS) Inspection Shafts (IS), Head Walls, Valve Pits, Emergency Relief Structures (ERS), Syphons, Sewage Pump Stations (SPS), Vent Stacks, Gas Check Maintenance Structures (GC MH's), Water Seals (WS) Detention/Contingency Tanks and Recycled Water Treatment Plants.</p>					

<b>Term or abbreviation</b>	<b>Definition</b>
Maintenance Structure Lifting Lugs	Hooks or lugs located in the Maintenance Structure covers into which the lifting keys are placed to open the cover.
Maintenance Templates	A document that identifies the scope of activities to be carried out on a Scheduled Maintenance Task. Maintenance Templates are typically provided for recurring maintenance activities.
Make Safe	To remove the hazard or apply physical protection mitigating the hazard to the public
Management Services Fee (MSF)	Has the meaning given in the Agreement.
Management Systems	The management systems that the Industry Partner is required to maintain and comply with in accordance with the Agreement.
Marker Discs	A stainless-steel marker affixed to the kerb adjacent to a hydrant to signify its presence/approximate location.
Meter	Device used to measure water consumption of a customer.
Meter Assemblies	Above ground assembly containing the pipe work, stop tap, meter, and can include back flow prevention device and service PRV.
Minor bypass pumping	Where a small above ground pump is used in day to day operations to bypasses the flow from properties. It is considered that this is standard equipment required by the contractor to carry out works.
Minor Sewer Alteration	Minor construction and alteration work on Property Connection Branches.
Monitoring Equipment	Equipment used to monitor the operation of the water supply system and include zone flow meters and pressure sensors.
Montage	South East Water's in-house, purpose-built Works Management System.
Montage Field Client	The Field Client of South East Water's Works Management System used to receive Jobs/Tasks from dispatchers, access all relevant information for each Job/Task, input all activities related to the Job/Task (including Status of Job/Task) and complete all activities associated with the Job/Task (i.e. Job/Task details; including materials used, cost codes, action taken, SI information, etc.). The Field Client generally runs on a wirelessly connected windows laptop or tablet used by regular field workers; a smart phone-based Field Client is also available and is intended for occasional field workers.
Montage Office Client	The Office Client of South East Water's Works Management System used to log Jobs/Tasks, Dispatch Jobs/Tasks to Work Crews/Workers, complete and close off Jobs/Tasks including reconciliation, approval for payment, etc. The Office Client is generally used by Managers and Supervisors/Leading Hands.
Neck	The section of the Maintenance Structure from the top of the gather to the Maintenance Structure cover at the natural ground or finished surface level.
Network Operations Control Centre (NOCC)	The Network Operations Control Centre (NOCC) is responsible for monitoring South East Water's network assets via its SCADA Network, diagnosing faults, requesting works, and monitoring access to South East Water's assets.
Normal Hours	The period from 6:00am to 6:00pm, Monday to Friday, excluding days that are Public Holidays in Metropolitan Melbourne.
Not Completed	Any sewer line where cleaning was unable to be completed requires comments to detail why the line was not completed.



Term or abbreviation	Definition
Oblique Junction	The connection of the Property Connection Branch from the sewer main
OH&S Legislation	Means all relevant health and safety legislation, including: (a) the OH&S Act; (b) the OH&S Regulations; (c) Australian Standards and all other regulations, advisory standards and codes of practice made under the OH&S Act or the OH&S Regulations; and (d) the Dangerous Goods (Storage and Handling) Regulations 2012.
On-Site Service Okay	This is a status used within South East Water's Works Management System to record the time/date that a customer was able to start using any plumbing fixtures within their property without the risk of it overflowing following a blockage in the sewer network. This event will be triggered at the time a blockage is cleared, or when an eductor or by-pass pumps started to relieve sewage flows.
Outside Hours	Periods that are not Normal Hours.
PBH	Pillar Box Hydrant
PCD	The pipework and fittings, including the boundary trap or inspection shaft, upstream from the PCB. A 27A (IO) fitting should be installed to demarcate between the PCB and the PCD.
Penstock	A device used to control flows in a sewer. It is used as a gate and is either raised or lowered into the sewer flow by mechanical or electrical means.
Permit to Work	Formal process by which the custodian of an asset permits workers to carry out work on specified equipment or assets.
Planned Maintenance	Similar to Reactive Maintenance in the nature of the work, however Planned Maintenance works are identified in advance, are generally non-routine activities, are not interval based, and are to be completed by a set date. Typically, the following priorities will be used for planned maintenance: <ul style="list-style-type: none"> <li>• For M&amp;E: P8, P10, and P11</li> <li>• For Water Civil: P8, P9, and P10</li> <li>• For Sewer Cleaning &amp; Civil: P8, P9, and P10</li> </ul>
PLC	Programmable Logic Controller
Pressure Sewer	A pressure pipeline, generally 32mm to 150mm diameter polyethylene material, for the collection of sewage from individual properties via individual pressure pumps located on private property.
Priority Level	Means, the priority level assigned to a Task by South East Water using the priority classification system contained as a schedule to the Agreement (as amended by South East Water from time to time and notified to the Industry Partner in writing).
Property Connection Branch (PCB)	A short sewer owned and operated by South East Water which connects the main sewer and the customer sanitary drain.
Property Discharge Line	The pressurised pipe from the small pressure pump to the Pressure Sewer Boundary Kit
Property Service Works	The property service pipe and fittings used or intended to be used for the supply of water to a serviced property from a water main of South East Water up to the inlet of the primary meter or, if there is no water meter, the first stop valve after the water main

Term or abbreviation	Definition
PRV	Pressure Reducing Valve
Reactive Maintenance	<p>The process of restoring assets to meet required operating conditions, or response to a report of an issue, complaint or failure associated with a SEW asset, usually in a short timeframe.</p> <p>Typically, the following priorities will be used for reactive maintenance:</p> <ul style="list-style-type: none"> <li>• For M&amp;E: P1 to P4 (Urgent), P5 to P7# (Non-urgent)</li> <li>• For Water Civil: P1, P3, P5, and P7</li> <li>• For Sewer Cleaning &amp; Civil: P1, P2, P7, and P71 to P75</li> </ul>
Reimbursable Task	Means a Task which South East Water has notified the Industry Partner will be undertaken on a reimbursable basis.
Reliability Centred Maintenance (RCM)	A maintenance process that ensures maintenance tasks are performed in an efficient, cost-effective, reliable, and safe manner.
Reticulation Sewer	A pipeline, 100mm to 300mm diameter, for the collection of sewage from individual properties and conveyance to Branch Main Sewers, a Sewerage Pump Station, or a point of treatment.
Rising Main	Rising mains convey sewage under pressure from a pumping station to a point of discharge such as a gravity sewer or a sewage treatment works. In the pressure sewer network this point starts at the Pressure Sewer Boundary Kit.
Risk Event	Means an event specified in the Pricing Schedule which, if it applies, the amount specified in the Pricing Schedule will be added to the applicable UTA.
RTU	Radio Telemetry Unit
Sample Tap (water quality)	A specifically installed and registered sample tap assembly, located at a customer's property upstream of their meter assembly; or in a nature strip as a tap in a box; or at a tank site, PRV, PS as a tap welded onto the tank or pipework. All Sample Taps are registered with the Department of Health.
Schedule of Rates Task	Means a Task for which there is a fixed price contained in the Pricing Schedule.
Scheduled Maintenance	<p>The process of undertaking recurring inspection or maintenance activities which are non-urgent and programmed in advance, with target dates and instructions for execution of the works.</p> <p>Typically, the following priorities will be used for scheduled maintenance:</p> <ul style="list-style-type: none"> <li>• For M&amp;E: P7 (occasionally) and P9,</li> <li>• For Water Civil: P9 and P10</li> <li>• For Sewer Cleaning &amp; Civil: P9 and P10</li> </ul>
Scour Valves	Fitting on water main used for draining water out of the main.
Service Area	Water and Sewerage Districts of South East Water Corporation as determined in accordance with section 122 of the Water Act 1989 (Vic).
Service Call	<p>Means a service call provided by the Industry Partner for the following purposes:</p> <ol style="list-style-type: none"> <li>a) Giving advice to other authorities in relation to the water supply system or sewerage system;</li> <li>b) Investigating reported faults in the water supply system or sewerage system;</li> <li>c) Issuing a defect notice;</li> <li>d) Investigating customer complaints regarding water quality and/or sewerage system and to answer enquiries and give advice generally, and</li> </ol>

Term or abbreviation	Definition
	e) Performing minor works including but not limited to, taking a pressure or flow reading on a domestic water service, replacing a domestic water meter (meters supplied by South East Water at no cost to the Industry Partner), clearing a choked water meter, recording a water meter reading, placing a restrictor on a supply, adjusting a restrictor or removing a restrictor from a supply.
Sewer Blockage	A Sewer Blockage is any object or condition which interferes with the flow of sewage within South East Water's Sewerage System that reduces the carrying capacity of the sewer.
Sewer Pump Station	Building, structures and equipment used to transfer sewage through a pressure main or otherwise to raise sewage.
Short Side Service	A service that is wholly located within the nature strip i.e. no part of service is located under road pavement.
Significant Sewer Flow	Flows greater than 80 litres per minute
Significant Sewer Spill	Spills greater than 200 litres
Silt	Silt refers to soil or sand, i.e. fine particulates.
South East Water's Representative	As defined in the Agreement.
Special Information (SI)	Special Information (SI) is held in a configurable form built in to the Works Management System. SI is information relating to the work which is not appropriate or too detailed to include on the task or job itself.
Specialist Leak Detection	Specialist leak surveyors inspect water reticulation assets visually and test for the characteristic noise of leaks using acoustic equipment such as listening sticks, rods, loggers, correlators, hydrophones, etc. As the accuracy and efficiency of determining a leak sound is influenced by factors such as external noise, pipe material, leak type, etc., specialist leak surveyors use their human sense and experience to listen and apply judgment and experience to pinpoint a leak.
Specialist Services	Means the specialist maintenance services which do not form part of the Services, which are to be procured independently by South East Water. Refer to the Agreement.
Specialist Services Provider	Means a contractor engaged by South East Water to provide Specialist Services.
Spill Containment	Containment means the sewage spill has ceased or has been alleviated by by-pass pumping/ diversions, eductions or sand bagging.
Step Irons	Galvanised iron, stainless steel, plastic or plastic-coated metal steps located in the Maintenance Structure wall for access from the surface level of the Maintenance Structure to the bottom of the Maintenance Structure.
Stop Tap	Also called a stop cock. This is an isolation valve located immediately outside a property boundary or at the meter.
Subcontractor	Means any organisation engaged by the Industry Partner for the performance of any portion of a Task.
Subsidence	The settlement of the natural ground or finished surface level around or over a sewer main, Maintenance Structure, fitting or structure.

Term or abbreviation	Definition
Surcharging	Any evidence of rising effluent levels above the Maintenance Structure chase prior to conduct of maintenance.
Support Services	Those services that are required for a Task but which South East Water deems to be outside the scope of services that the Industry Partner is obliged to provide through the Service Personnel and Subcontractors
Syphon	A sewer main which deviates vertically to pass under another underground service or waterway and may consist of between one (1) to three (3) separate tubes. The majority of syphons consist of on tube/pipe; however, they can consist of multiple tubes.
Task	Means a work package forming part of a Job.
Tee Piece	Fitting used for right angle connections to a water main. Tee piece including bolts, washers, nuts, corrosion protection.
Telemetry System/s	Radios, Antennas, RTU's, Power Supplies.
Temporary Road Reinstatement	Reinstatement of a 'paved' road surface that is made after completion of a Task or Job in order for the road to be returned to use on a temporary basis; permanent backfilling and compaction has been completed to applicable standards (including those of WSAA, VicRoads and the local council), but only a temporary road seal (such as TSM) has been put in place.
Tree Roots 'Heavy'	Tree roots can be considered 'Heavy' when large clusters of tree roots are seen to flow through the chase or more than half the basket is full of tree roots upon completion of the cleaning.
Tree Roots 'Light'	If only small, fine roots are seen then the classification can be considered as 'Light'.
Trenchless Repairs (Sewer)	Trenchless sewer repairs is sewer pipe repairs by either relining or spot repair of the sewer asset carried out without excavation of the sewer pipe.
Upper Total Allowance (UTA)	Means the maximum amount payable by South East Water to the Industry Partner in relation to a particular Activity, as specified in Schedule 1.
UTA Task	Means a Task to which a UTA applies.
Valve	Isolation valve located in the water supply network.
Water Main	Pipe within the water supply network.
Water Pump Station	Pump installation used to transfer water to a water storage or boost pressures within the water supply system.
Water Seal	A Water Seal is a generally a short length of pipe on reticulation sewers which deviates vertically to trap sewer gas and ensure it cannot pass upstream.
Water Service	The section of pipe between the ferrule or ball valve on the water main and the first stop tap outside the property boundary or at the meter. Bushes used in conjunction with ferrules are classed as part of the service pipe.
Water Storage	A water holding structure connected to the water supply network.
Water Supply Shutdown or 'Shutdown'	Isolation of a section of water main to enable repairs or planned works to take place.
Wet Well	A structure housing pumps into which raw sewage flows and is retained prior to being pumped to a gravity outlet sewer.
Winding Box	Cast iron box located at surface level to protect the penstock spindle.



Term or abbreviation	Definition
Work Complete	This is a status used within South East Water's Works Management System to record the time/date that all works on an assigned task have been completed.
Works Management System	Means South East Water's works management system (currently known as "Montage").
Work Procedure	A documented set of directions for a task or activity, and provide workers with the most efficient and safest directions to make the best use of personnel, equipment, plant and materials to perform their work. The scope of a Work Procedure includes the scope of a Safe Work Procedure or Safe Work Method Statement (SWMS).
Workstream	A type of maintenance work categorised as one of the following: water, sewer, mechanical & electrical, or pressure sewer.
WSAA	Water Services Association of Australia.
WSI	Water Supply Interruption

## 1.2 Service Personnel requirements

### Service Personnel Report

- a) Prior to the Commencement Date, and on an as required basis to reflect changes, the Industry Partner must submit a Service Personnel Report to the South East Water Representative. This report shall list the names of the Industry Partner's Representative and all Service Personnel. It must clearly indicate the complete hierarchy, including position title, the name of person appointed to that position, contact telephone numbers (office and mobile) and vehicle number, where applicable.
- b) The Service Personnel Report shall include full names, employment status and work roles, and written confirmation that the Industry Partner has ensured that each Service Person has:
  - i. Had their employment history investigated;
  - ii. Obtained a police security check and clearance;
  - iii. Completed an OH&S and Site-specific induction program, for the work to be carried out;
  - iv. Have the necessary training, expertise, competency, and experience in carrying out all Activities that the individual may be required to undertake (including task



competency and familiarity with relevant South East Water policies and procedures); and

- v. Hold necessary current licences, permits and qualifications (plant operator's certificate, white card, etc.), including but not limited to those required for the operation of any mechanical equipment or vehicle, provided through a registered training organisation where relevant.
- c) The Industry Partner must, if requested, provide evidence of the competency and qualifications of their service personnel. The Industry Partner is responsible for all costs associated with the training and accreditation of all service personnel.

#### **Qualifications and training**

- d) The Industry Partner shall ensure that their staff and sub-contractors hold the necessary qualifications and permits, as required by Legislative Requirements, are adequately trained and are fully competent to carry out the works under this Agreement. This includes Working with Children Checks for accessing schools, childcare centres, etc.
- e) The Industry Partner shall provide evidence that all staff and sub-contractors working on maintenance service activities have been passed as competent in their required training, having successfully completed competency based training courses, including any supplier's or manufacturer's training courses for construction and maintenance staff.
- f) The Industry Partner shall also ensure that their staff and sub-contractors hold the necessary qualifications and permits, including those specified in the relevant Service Specification (e.g. Sewer, Water, etc).
- g) Where, in the opinion of South East Water's Representative, an equivalent or superior accredited training course becomes available for relevant maintenance activities, from a recognised training institution, South East Water will require the Industry Partner to substitute the accredited training course of the training institution for that offered by the relevant manufacturer.
- h) The Industry Partner shall be responsible for all costs associated with the training and accreditation of staff as per Clauses in this Section 1.2(d) to (g).

#### **Processes for new and departing employees (on-boarding and exiting)**

- i) The Industry Partner must comply with the following when on-boarding new employees onto the South East Water Contract or removing an employee from the South East Water Contract:
  - i. Issue an On-boarding form in a timely manner capturing all the details set out above in Clause 1.2, subclause (b). for new employees or employees which are requesting higher duties;
  - ii. Issue an Exit form for departing employees within one business day to remove the employees from South East Water internal systems;
  - iii. All new employees' competency and qualifications are to be uploaded into the relevant South East Water systems which South East Water require the Industry Partner to utilise and keep updated.

### 1.3 Supervisory Activities

- a) The Industry Partner must provide sufficient supervision of their employees and approved subcontractors to ensure a continuing high level of performance. As a minimum, the following shall be undertaken:
  - i. Supervise and manage the provision of the services on a regular basis;
  - ii. Conduct audits on the work and make any immediate correction of any deficiency consistent with the requirements of South East Water;
  - iii. Ensure all Service Personnel are aware of the policies, processes, procedures and standards of South East Water where relevant to their activities under the Agreement;
  - iv. Ensure that the relevant practices and procedures are being carried out properly by the Industry Partner's staff;
  - v. Supervise and manage its staff on fatigue management;
  - vi. Converse with the South East Water Representative on an on-going basis, monitor the performance of the services and ensure that the required level of performance is maintained;
  - vii. Inspect work (s) orders;
  - viii. Communicate as necessary with South East Water Representative if there are any issues on site;
  - ix. Attend, manage, and resolve any customer complaints and queries; and
  - x. Using expected skills and knowledge, act as first point of contact for on-site problem solving.
- b) South East Water may request the Industry Partner to provide an escalation plan detailing how the Industry Partner will provide additional resources if required to prevent and reduce any backlog of work as no backlog of work is permitted.
- c) Should any complaint be received by, or brought to the attention of the Industry Partner, relating to the performance or actions of the Industry Partner, the Industry Partner shall immediately inform South East Water Representative. Further, the Industry Partner must advise the South East Water Representative of any subsequent actions or matter arising from the complaint.

### 1.4 Overall Programming of Scheduled and Planned Maintenance Services

- a) The funds available to South East Water for maintaining its water supply and sewerage assets are insufficient to carry out every feasible maintenance activity within the Service Area. Identification of the more urgent works, programming of the maintenance services and control of the ordering of work are therefore important facets of the works programs. To this end South East Water will adopt the following principles in managing the flow of work.
  - i. Emergencies and fault notifications will always be attended to.

- ii. Decisions as to when to proceed with work, short of emergency work, determined as a result of attending to fault notifications will be made by South East Water, based on the information ascertained.
  - iii. Non urgent maintenance services such as planned and scheduled maintenance will be used as budget balancing items within the control of South East Water's Representative.
- b) South East Water's Representative will provide the Industry Partner, during the term of this Agreement, with details relating to scheduled and planned maintenance for selected programs.
- c) The programs (which cover, for example, routine inspections and maintenance works on Emergency Relief Structures, frequency-based cleaning programs on sewer assets, inspections-based programs for maintenance structures and ventilation structures) will state:
  - i. The nature of the work, as generally specified elsewhere in the Specification;
  - ii. The scope, including criteria to be applied in determining the need for particular maintenance;
  - iii. Limits to the work;
  - iv. The sequence, where sequence is important (e.g. Inspection to precede maintenance);
  - v. The method of payment, if not otherwise specified;
  - vi. The timeframe for completion;
  - vii. The frequency interval between services if applicable; and
  - viii. Budget constraints.
- d) The Industry Partner shall be responsible for resource planning and daily conduct of the maintenance work contained in the scheduled and planned inspection and maintenance programs, whilst at the same time meeting its obligations to carry out the emergency work in accordance with the Standards of Retail Service (provided as a schedule to the Agreement).
- e) The Industry Partner is required to produce Annual and Monthly Scheduled Maintenance resource plans to deliver the programs in a timely manner and in line with the program requirements.
- f) Progress will be reviewed at a monthly meeting between the Industry Partner's Representative and South East Water's Representative. The need for any changes to the programs will be discussed, including the extent of awarded Tasks that the Industry Partner is due to have, but has not yet, performed, as well as the Industry Partner's continuing and future ability to deliver the workload profile. Based on such discussions, South East Water, in its sole discretion, may retract or re-award Tasks that have been awarded to the Industry Partner and/or may award Tasks to another contractor (who may be another Industry Partner) future Tasks that would otherwise have been awarded to the Industry Partner. For the purpose of Target Workload Percentage calculations, Tasks that are thus retracted or re-awarded will be considered to have been awarded to the Industry Partner.



## 1.5 Entering Upon Private Property

- a) Section 133 of The *Water Act 1989* governs the powers to enter land on behalf of South East Water.
- b) Where the Industry Partner's staff are required to enter upon private property to perform any Task under the Agreement, the Industry Partner shall attempt to gain permission from the occupier to enter upon the property before commencing work. Photographic evidence of contact cards left at the property must be recorded on the works management system.
- c) If after attempting to gain permission from the occupier but the property (where primarily used for residential purposes) is unattended, then entry is permitted without requiring further permission so long as works are:
  - i. Of an emergency nature; or
  - ii. Are for inspection or testing purposes only.
- d) A South East Water customer contact card must be left in a prominent position on the property advising the owner/occupier that an Industry Partner working on behalf of South East Water attended the property to carry out works. The card is to describe the nature of the work performed and a contact name and telephone number should the owner/occupier have an enquiry regarding the works performed.
- e) If the property is unattended and works are of a planned or scheduled nature (excluding inspection or testing works), then a minimum of 7 days' written notice must be provided to the occupier of the property.
- f) The Industry Partner may use South East Water's customer records to obtain a contact telephone number and obtain verbal consent by phone call to enter if the occupier is not present at the time of arrival at the property. This verbal consent must be recorded on the Works Management System, recording against the Task associated with the works the name of the person spoken to and the time the conversation took place.

## 2. COMMUNICATION CENTRE

- a) The Communication Centre will, based on the information received when the initial report of a fault is received, initiate required repair in accordance with clause 1.3.
- b) The Industry Partner shall respond to the reported fault in accordance with the Standards of Retail Service and the Priority Level assigned by the Communication Centre. The Industry Partner's performance will, where relevant, be measured from the time the fault report is first communicated to the Industry Partner.
- c) Those of the KPIs within the Performance League Table that relate to percentage compliance with specified response and rectification times will be computed as both a monthly and as an average year to date (July to June) figure for the term of the Agreement.
- d) If upon assessing the reported fault in the field, the Industry Partner believes the Communication Centre has placed an inappropriate Priority Level on the fault, the Industry Partner shall advise the Communication Centre of the details of its assessment



and the Communication Centre may choose to amend the Priority Level or require the Industry Partner to proceed as before.

- e) In the event that its proposed work will or may cause a failure of supply or interruption to service, the Industry Partner shall advise the Communication Centre of the nature and timing of the planned response to the reported fault and keep the Communication Centre advised of developments, provide an estimate of time of restoration of services and immediate advice when services are restored.
- f) If the Industry Partner becomes aware of any fault or potential fault with any of South East Water's assets, and the fault is likely to cause a disruption to customers' service, the Industry Partner shall report it immediately and directly to the Communication Centre irrespective of whether or not the repair of the fault is an item of work under the Agreement. South East Water's Representative will advise the Industry Partner of their decision on the matter and issue the Industry Partner with any instructions which may be necessary.

### **3. INFORMATION SYSTEMS OF SOUTH EAST WATER**

#### **3.1 General**

- a) South East Water will enable the Industry Partner to access certain of its software systems and hardware that it considers will assist the Industry Partner in the performance of its obligations under the Agreement. Access is subject to relevant South East Water policies, in accordance with the Agreement.
- b) It is expected that the Industry Partner will evolve with South East Water's innovation with technology and associated business requirements.
- c) The following subsections within this Section 3. describe key South East Water software systems and conditions of use. Any additional equipment or software required by the Industry Partner is to be purchased by the Industry Partner at the Industry Partner's costs on those machines owned by the Industry Partner.
- d) South East Water will be responsible for SIM cards and data usage costs for South East Water issued field computers (see section 3.5). The Industry Partner will be responsible for the provision of phones, smart phones, and future applicable devices as necessary to their staff, and for SIM cards and data usage costs associated with Industry Partner supplied phones and smart phones.
- e) The Industry Partner shall ensure that all resources assigned to a Task are able to be tracked via vehicle GPS and viewed in real time by South East Water. All South East Water issued laptops will be equipped with GPS functionality. South East Water will make available to the Industry Partner the use of South East Water's GPS tracking system, which the Industry Partner may use to track the location of vehicles that the Industry Partner has assigned to the delivery of services under the Agreement. The Industry Partner must regularly check to ensure GPS units in the field are working. South

East Water may request (and the Industry Partner must grant) access to the Industry Partner's GPS system to verify Job details.

## 3.2 Description of information systems

### 3.2.1 Works Management System

- a) South East Water has developed a works management system which is used to manage and record all remedial and preventative maintenance work on all South East Water network assets ('Works Management System'). The key communication system between South East Water and the Industry Partner will be the Works Management System, also known as 'Montage'. This system will be the basis of awarding, allocating, communicating task-based information, tracking, finalising, payment and analysing of the Industry Partner's work.
- b) The Industry Partner is to provide information as required by the Works Management System as part of the performance of a Task. The quantity and detail of information may alter as the development of the Works Management System continues.
- c) The system is designed to support cooperative relationships between South East Water and its partners where real time information is shared to eliminate paper and improve efficiency and performance. The Works Management System plays a key role in:
  - i. Problem Report, Service Request and Complaint logging.
  - ii. Remedial and Preventative maintenance management.
  - iii. Task Scheduling and Dispatch.
  - iv. Progress monitoring and operational reporting.
  - v. Industry Partner performance monitoring.
  - vi. Collection of Customer impact data.
  - vii. Collection of Asset Failure and Condition data.
- d) Interfaces with key asset and customer information systems are in place to support effective enterprise information sharing.
- e) The Works Management System servers support an Office Client that is used by Managers and Supervisors/Leading Hands, a Field Client running on a wirelessly connected windows laptop or tablet that is used by regular field workers, and a smart phone-based Field Client intended for occasional field workers.
  - i. The Office Client is used to log Jobs/Tasks, dispatch Jobs/Tasks to Service Personnel, complete and close off Jobs/Tasks including reconciliation, approve Jobs/Tasks for payment, and so forth.
  - ii. The Field Client is used to receive Jobs/Tasks from dispatchers, access all relevant information for each Job/Task, input all activities related to the Job/Task (including Job/Task status) and complete all activities associated with the Job/Task (including materials used, cost codes, action taken, SI information, ...).



- f) The Works Management System is supplemented by the Business Management System - Reporting and Dashboard system which provides scheduled and on-demand reports on work status business performance.
- g) The Works Management System will be the system of record in terms of Industry Partner performance and the basis of all Industry Partner invoices based on labour, plant and materials.

A further detailed description of the Works Management System is provided in Section 10. of this document.

### **3.2.2 Supplier Information Management System**

- a) South East Water utilises the Supplier Information Management System to manage all its 'suppliers'. Note the term 'supplier' refers to all South East Water's Industry Partners, Suppliers (vendors), Consultants and any other type of provider.
- b) The Industry Partner is required to utilise the Supplier Information Management System throughout the entire term of the contract in order to manage contract requirements and obligations in relation to but not limited to safety, quality, environmental and insurances etc.
- c) The Industry Partner must follow the process, complete all tasks and ensure its contract obligations are met and kept up to date within the Supplier Information Management System. The Industry Partner must nominate an internal administrator representative to conduct administration duties within the Supplier Information Management System.
- d) A third party manages training and support. The Industry Partner will be required to contact the South East Water Representative for account set up and training.

### **3.2.3 Business Management System**

- a) South East Water uses a Business Management System that provides standard operational reports and key performance indicators to monitor and measure the performance and quality of South East Water and the Industry Partners services.
- b) Reports are used by management reporting and by external stakeholders to monitor our performance against agreed service levels. Available reports are broadly classified as:
  - i. Water network reliability and operations;
  - ii. Sewer network reliability and operations;
  - iii. Fault response and resolution;
  - iv. Operational reporting; and
  - v. Key Performance Indicator (KPI) reporting.
- c) The Business Management System also has a Dashboard component that provides easily understood visual indication of business performance in areas that can be selected for each viewer.

### **3.2.4 Geospatial Information System**

- a) South East Water's GIS desktop viewing and mobile mapping system provides access to the entire water and sewer network infrastructure and all property information. Nearly

2 million assets and 600,000 properties can be located and viewed geographically within the GIS.

- b) This tool is used by managers and supervisors in the office and by field workers using laptops and tablets to view the civil asset data and graphics, optionally including layers such as topography or aerial photos, and to perform water traces to plan maintenance work and collect property impact data. The GIS is also used to display events such as past sewer blockages and water main bursts / leaks.
- c) The Industry Partner must check for a GIS software update every 3 months and if an update exists, the Industry Partner must update the software at its own expense. This activity may not be charged to South East Water. In order for software updates to be performed, the relevant laptop(s) must be physically provided to South East Water's WatersEdge Office in Frankston.
- d) OneAsset is an additional South East Water web-based GIS that contains features Industry Partners can access such as soil type layers.

### 3.2.5 Asset Management System

- a) South East Water has an Asset Management System that provides a register for plant and equipment located at water, recycled water and wastewater facilities. The system stores data pertaining to an assets physical and technical properties, service delivery function and operations.
- b) The primary South East Water network asset register is G-Water. The Asset Management System provides extended asset details for assets located at water and wastewater pumping stations, water and recycled water treatment plants, storages, monitoring sites, pressure reducing stations and pressure systems.
- c) Key system functionality includes:
  - i. Storage and management of asset data and technical specifications;
  - ii. Asset movement tracking;
  - iii. Asset condition and criticality assessments;
  - iv. Asset attachments (photos and engineering plans); and
  - v. Asset audit details.

### 3.2.6 SCADA

- a) South East Water has an extensive SCADA System which is used to provide monitoring and control not only at facilities such as treatment plant and pump stations, but also within the growing pressure sewer network.
- b) The system incorporates sophisticated algorithms for early fault detection, minimising asset damage, customer and environmental impact, and cost and time to repair. Alarms generated by work undertaken on an asset are managed through the SCADA System and through the Works Management System - Asset Entry subsystem, which is responsible for maintaining entry and exit records for all staff – as well as aiding alarm interpretation, this supports safety and configuration management objectives.



### 3.2.7 Electronic Plan Room

- a) The Electronic Plan Room (EPR) is located within the South East Water's Document Management System and contains plans and drawings for many of South East Water's major water supply and sewerage asset sites. These include Sewage Treatment Plants, Pump Stations, Pressure Reducing Stations, Reservoirs and Large Mains.
- b) Plans and associated documentation can be located by navigating through a hierarchy of folders or directly by using Search functionality, which is based on document attributes or metadata. It is possible to mark up (redline) some plans and these are tagged accordingly. An EPR Users Guide will be made available.

## 3.3 Location Information

To support safety and quality objectives, software and devices supplied by South East Water may be configured to collect location information while in operation.

## 3.4 Access to software and conditions of use

Access to South East Water systems is at the discretion of South East Water and must be in accordance with the current South East Water Information Management and security policies.

## 3.5 Provision of IT hardware

- a) In some cases, devices used to access South East Water systems must connect directly with the South East Water IT network and Works Management System. South East Water will supply all in-field technicians and supervisors/leading hands with computers configured to access South East Water systems, on request (or as South East Water deems necessary). Office desktops will not be issued by South East Water, and users will be issued with remote access tokens by South East Water to allow connection directly with the South East Water IT network. Use of these devices must be in accordance with the current South East Water Information Management and Security policies, and the Industry Partner shall be liable for any and all costs associated with the loss of or damage to these devices.
- b) The Industry Partner is responsible for keeping South East Water supplied IT hardware and software operational and will not be reimbursed for repairs, upgrades, or downtime related to software or hardware issues, etc.
- c) When South East Water's app-based software becomes available, South East Water issued hardware will be recalled and must be returned by the Industry Partner. At this point the Industry Partner will need to supply their own devices to run South East Water apps.

## 3.6 South East Water property

Where South East Water has provided computer hardware, software, equipment and any other items or information for use by the Industry Partner, any such items shall remain the property of South East Water and must be returned to South East Water at the end the Agreement or at any other time, as directed by South East Water's Representative.

## 4. WORKING ON SITE

### 4.1 Works Planning

- a) South East Water wishes to establish a collaborative working relationship regarding works planning, resource management and scheduling, crew reporting, works optimisation and bundling. The Industry Partner shall work with South East Water so as to provide information regarding planned and unplanned activities to have overall balance of workload. Crew performance management shall be managed by the Industry Partner in line with this expectation.
- b) Where, in the performance of any Task under the Agreement, the Industry Partner is required to notify another South East Water Industry Partner, the Industry Partner must contact and inform the South East Water Industry Partner in advance via email to the South East Water Representative (preferably a minimum of 12 hours before commencing the Task).

### 4.2 Working with Other Service Providers

- a) It is presumed the first responder to a Job will be the Industry Partner, unless otherwise directed by South East Water.
- b) The Industry Partner is to work harmoniously and in collaboration with any other third-party service providers as required to ensure delivery of service in alignment with South East Water and customer expectations.

### 4.3 Execution of Work within Private and Public Properties

- a) Where a Task is to be carried out within any private property or lands owned by Councils or other Authorities, whether in an easement or reserve or otherwise, the Industry Partner shall:
  - i. As far as practicable confine operations to the easement/reserve, or where there is no easement or it is impracticable to confine operations to the easement, to such area as can be agreed between the Industry Partner and the owner of the land or, where such agreement cannot be reached, to such area as South East Water's Representative determines. In this regard the Industry Partner shall not enter into disputes with owners nor offer compensation or incentives in relation to access, whether or not rights may already be possessed by South East Water, but shall refer such disputes to South East Water's Representative.
  - ii. Restore all unpaved surfaces disturbed by or through any cause whatsoever arising from the Task, to a condition as near as practicable to that which existed immediately prior to the requirement for the Task. The restoration should be to the reasonable satisfaction of the landowner or responsible Authority. Restoration of unpaved surfaces is reimbursable within the relevant Upper Total Allowance.



- b) Where the Industry Partner is unable to gain access to the worksite due to the positioning of buildings, structures, paving, trees or other services, the Industry Partner shall notify South East Water's Representative and await direction.
- c) There are situations where South East Water has approved buildings/structures over assets, usually sewer assets. The build-overs have been approved on the basis of easy access/or dismantling of a structure and it is expected that the Industry Partner will have made a reasonable assessment and judgement of the circumstances before adopting Clause 4.3 b).
- d) Notwithstanding the above, damage to a Site Owner's/Customer's property caused by the Industry Partner in performing services is the responsibility of the Industry Partner. The Industry Partner is to resolve these matters with the Site Owner/Customer as a matter of priority and any required remedial action shall be taken as soon as possible after completion of the Task. Industry Partners are to immediately inform South East Water's Representative of any and all circumstances of damage to a Site Owner's/Customer's property. Where South East Water is notified by a Site Owner/Customer of damage caused by an Industry Partner to their property, these matters will be passed to the Industry Partner for swift resolution in consultation with the Site Owner/Customer.
- e) Where consequential damage can be attributed to the failure of the Industry Partner to respond within the compliance time and/or is a consequence of poor workmanship (i.e. the quality of work has not met the expected standard), or the Industry Partner has failed to follow to the correct Work Procedures, the Industry Partner may be responsible for all, or part of the consequential damage repair cost as directed by South East Water's Representative.
- f) All work sites are to be clearly delineated, left in a safe manner and public health issues controlled. Where the Industry Partner causes hoses or cables to run across a footpath or driveway, it must ensure protection is in place to avoid creation of a trip hazard.

#### **4.4 Execution of Work in Roads, Streets and Other Thoroughfares**

- a) The Industry Partner must assess work sites within higher population areas, or near shopping centres, kindergartens, child care centres, primary and secondary schools, retirement villages, hospitals, aged care centres, and centres providing services for people with special needs and take necessary preventative precautions to ensure the work site is safe and does not introduce a hazard to the local area. These areas are likely to be frequented by parents with children, and people with disabilities as well as having higher than normal vehicular and pedestrian movements.
- b) Furthermore, people with special needs are likely to have established travel patterns (e.g. pedestrians and public transport patrons) and treatments may need to be carried out along established local travel routes including areas outside of the immediate work zone.

#### 4.4.1 Obstruction of Roadways and Footpaths

The Industry Partner shall:

- a) Not store any excavated material, or any material to be incorporated in the works, in any street other than that in which work is currently taking place, without the written permission of the appropriate Municipal Council.
- b) Not obstruct the gutters of any street without putting relevant flow and sediment control measures in place.
- c) In performing the Services, comply with the current *Road Management Act* and associated Regulations, Codes of Practice, and any other relevant legislation.
- d) Be responsible for maintaining a safe worksite, making the relevant Authority notifications, gaining approvals, executing administrative responsibilities, and for implementing necessary traffic control measures to maintain an adequate and safe traffic flow in the vicinity of the work site.
- e) Provide appropriate means of access to all rights-of-way and all public or private buildings or property wherever access is temporarily interrupted by the Services.
- f) Complete, without delay, any work involving the opening of street pavements.
- g) Obtain the permission of the owners, Municipal Council or Road Authority controlling any constructed or partly constructed road in the vicinity of the work site before making use of such road in connection with the execution of the Services and indemnify and hold harmless South East Water against all claims made by such owners or statutory authority arising out of, or in any way connected with, its use or misuse.

#### 4.4.2 Traffic Management

- a) Traffic Management includes both vehicular and pedestrian management, individually or through any combination of both.
- b) The costs associated with Basic Traffic Management are included within each Upper Total Allowance (UTA), wherever applicable, as listed within Schedule 1 of the Agreement
- c) Any costs associated with waiting time for traffic management services will not be considered by South East Water as cause for reimbursement.
- d) South East Water regards the following examples of works for which the associated traffic management requirements fall within the definition of Basic Traffic Management:
  - i. Works that are not within a road reserve (i.e. private property, parkland or reserve);
  - ii. Works within a road reserve where the speed limit is 60km/h or less;
  - iii. Works within road reserves where the roads are identified in Melway/eWay maps by the following colours: Brown, Purple, Grey, Orange;
  - iv. Where 'give and take' self-management of traffic can be reasonably applied; or
  - v. Works within typical road types that are defined as: Major Local Council, Collector, local traffic streets and laneways.
- e) Maintenance crew vehicles are to be designed and equipped to provide the capability for crews to self-manage traffic where possible.
  - i. For Program Stream 1, vehicles should include the following equipment:
    - i. Vehicles warning lights (illuminated and flashing);
    - ii. Arrow board (illuminated and flashing);



- iii. Orange 'Para webbing' mesh for delineated work areas (roll length sufficient for typical work area) and pedestrian management;
  - iv. 12 x reflective bollards (tubular);
  - v. 10 x reflective cones;
  - vi. 4 x pedestrian ramps;
  - vii. 4 x road work, Worker Symbolic ahead graphic (Figure 1);
  - viii. 2 x Pedestrian Watch Your Step with Worker Ahead symbolic graphic (Figure 2);
  - ix. 2 x Merge Right Lane Status with graphic (Figure 3); and
  - x. 2 x Road Work Ahead – On Side Road (Figure 4).
- ii. For Program Stream 2, requirements are given in the relevant Specifications (for Mechanical & Electrical and Pressure Sewer work).

Figure 1: 'Worker Ahead' graphic



Figure 2: Pedestrian Watch Your Step with Worker Ahead symbolic graphic



Figure 3: Merge Right Lane Status with graphic



Figure 4: Road Work Ahead – On Side Road



- f) Traffic management plans used for the work site must be attached to the Task in the Works Management System. Photos of the traffic management set-up used in

conjunction with the works must be taken from multiple perspectives to demonstrate compliance with the traffic management plan and must be attached to the Task in the Works Management System.

#### **4.4.3 Breaking up Streets, Roadways, Paved Areas and Other Surfaces**

- a) Consent or 'road opening' fees charged by road owners are deemed to be included in the relevant UTA cost. Industry Partners undertaking works for South East Water are classed as an 'Agent of a Utility' under the Road Management Act and are eligible for waivers of consent fees in some cases.
- b) All backfill within Road Reserves, including footpaths, will be carried out in compliance with WSAA requirements and road owner specifications.
- c) No additional payment will be made for excavation which in the opinion of South East Water's Representative is either incorrectly positioned or over-excavated for the task at hand

#### **4.4.4 Reinstatement of Non-Paved Surfaces**

- a) For all non-paved surfaces, the Industry Partner is responsible for final reinstatement and must reinstate the area in the vicinity of the repair, and any area that has suffered consequential damage, back to as near as possible to the original condition within 30 days of the Task being completed. If final reinstatement does not take place at the same time of completion of the Task, then the Industry Partner must maintain this area and ensure it remains safe until final reinstatement has been completed. There is no additional payment for the extent of reinstatement unless approved by South East Water's Representative or if there is an associated eligible risk event;
- b) Material such as Lilydale toppings, tan bark, etc used in reinstating consequential damage in private properties will be paid as an extra material cost only. At the discretion of South East Water's Representative, South East Water retains the right to conduct the final reinstatement in these situations.
- c) All backfill within Road Reserves, including footpaths, is to be carried out in compliance with WSAA and MWRA requirements and VicRoads/Local Municipal Council specifications.
- d) Where a nature strip or grassed area has been covered with crushed rock for the purposes of being used as a parking bay or driveway to a property, or it is to be reasonably expected that vehicles will drive over the excavated area, South East Water is to be consulted to advise on the appropriate reinstatement requirement and to determine the appropriate UTA.

#### **4.4.5 Reinstatement of Paved Surfaces**

- a) Upon identification, where the extent of pavement removal is likely to exceed any one of the following amounts for any one incident, the Industry Partner shall refer the matter to South East Water's Representative before commencing:
  - i. 15 square metres of road pavement;
  - ii. 15 lineal metres of kerb and channel;
  - iii. 15 lineal metres of footpath;



- iv. More than one vehicular crossover
  - b) Where the Industry Partner proposes to remove a hard surface for the purpose of battering out an excavation rather than using ground support such as trench shields or timbering, the Industry Partner shall seek approval from South East Water Representative before commencing. The Industry Partner is to provide backfill and temporary reinstatement of the hard surface to the road owner's requirements, under the relevant UTA.
  - c) Removal of kerbing, channelling and pavement surfaces (concrete and asphalt), including the separation and stockpiling of any removed Bluestone, will be part of the Task and payment of the Industry Partner's associated costs will be subject to any UTA applicable to that Task.
  - d) The Industry Partner must reinstate the area in the vicinity of the repair, and any area that has suffered consequential damage, back to as near as possible to the original condition using Temporary Surface Material (Cold Mix Bitumen or similar product) and must maintain this area until final reinstatement is completed by South East Water. Generally, South East Water will complete the final reinstatement within the road reserve within 21 days of receipt of an Action Request advising that permanent reinstatement is required.
  - e) If the final reinstatement completed by South East Water subsides, then the Industry Partner (at no additional cost to South East Water) will be responsible for all works to resolve reinstatement defects until resolution (i.e. the road owner is satisfied with the repair).
  - f) The Industry Partner is to ensure that the excavated surface area remains of a minimum size. An exception to this is where water service repairs take place under a footpath. In this case, the full width of any standard sized footpath panel must be excavated to replace the service underneath (refer to Section 9.4).
  - g) South East Water is only responsible for final reinstatement directly associated with the repair. Unnecessary overcutting into adjacent concrete panels is to be avoided. Any additional reinstatement costs incurred by South East Water as a result of this overcutting will be recovered from the Industry Partner.
  - h) The Industry Partner remains responsible for repair or rectification of damage it causes to pavements in the provision of services that is not directly associated with the excavation for repair.
  - i) Wherever possible, the Industry Partner should avoid cutting or damaging exposed aggregate concrete, stamped concrete, specially tiled, or other areas treated with a non-standard Council/VicRoads finish when performing repairs. Removable items such as (but not limited to): tiles, pavers, bluestones or street furniture must be transported to a South East Water depot for safekeeping until reinstatement can take place. These items must not be disposed of with general waste or fill from the repair site. Costs for obtaining replacements for these items will be recovered from the Industry Partner if it is found that they have been disposed of unnecessarily to land fill. Removal and transportation of these items to a South East Water depot are deemed to be included within all UTA's.
  - j) Where driveway crossovers need to be excavated and consist of special paving which would be hard to match when reinstating (e.g. exposed aggregate concrete, pattern-paved), the Industry Partner should contact South East Water's Representative prior to saw-cutting or breaking out these areas.
  - k) Temporary road reinstatement (e.g. cold mix bitumen, or placement & removal of road plates) is inclusive within all UTA's. Cold mix bitumen must not be compacted using the tracks of an excavator; a whacker or vibratory plate must be used for this purpose. The area should be left flat and without any ruts or trip hazards and be flush with the edges of the adjacent undisturbed finished surface.
  - l) The Industry Partner is to immediately notify South East Water of events where large areas of consequential damage to paved surfaces has occurred. The Industry

Partner will be required to conduct repair works to enable South East Water to coordinate the immediate final reinstatement.

- m) Where repairs are carried out under traffic management conditions, the Industry Partner is to inform South East Water when repairs are close to completion so that a South East Water representative can attend site to measure up and mark the area for reinstatement prior to the traffic management crew departing.
- n) In the provision of planned activities that will require pavement reinstatement, the Industry Partner is expected to work with South East Water to identify opportunities to coordinate final reinstatement.
- o) Where the Industry Partner attends site to perform works related to a 3rd Party development (e.g. repairs being carried out on another authorities' assets, a tapping under pressure/ leaking ferrule for a new property development, or land development works) then no permanent reinstatement is required to be performed by South East Water. Reinstatement for these types of works will be performed by other parties.

The Industry Partner is still required to ensure that the site has been made safe prior to leaving site either through:

- i. temporary reinstatement
  - ii. barricading the impacted area, or
  - iii. handing the site over to a 3<sup>rd</sup> Party who is remaining on site after repairs have been completed. Such handovers of site must be documented on the Works Management System and must record the contact details of whom this responsibility has been transferred to. Photos clearly showing the area of works must be taken before the Industry Partner departs from the site.
- p) South East Water's Representative reserves the right to make alternative arrangements for the removal and replacement of paved surfaces or to negotiate with the Industry Partner the rates which are to apply to the particular incident. The requirement to notify South East Water's Representative and await direction shall not relieve the Industry Partner of the responsibility to carry out works, temporary or otherwise, necessary to make the site safe.

## 4.5 Risk Events

Although UTA Task costs are expected to be reasonably consistent, certain circumstances can cause a UTA Task to be intrinsically more costly than usual.

This section 4.5 sets out the requirements to trigger a risk event. Traffic Management is a Risk Event that may arise in relation to one Workstream or more and is included here, however Workstream specific Risk Events are detailed in each individual Workstream Specification.

Where a Risk Event occurs in relation to a particular Task, and the Industry Partner provides explicit and detailed documentary evidence (photos and/or video, and written explanation) to the satisfaction of South East Water, the amount that is specified in the Pricing Schedule in relation to that Risk Event in the relevant Workstream is added to the relevant UTA.

A Risk Event cannot occur in relation to a Task unless an amount is shown in the Pricing Schedule in respect of that Risk Event in the Workstream relevant to that Task.

In some situations, more than one Risk Event, including those of the same type (unless specified otherwise) may occur in relation to a Task.

### 4.5.1 Traffic Management Risk Events

- a) Where material additional traffic risk exists at a work site within a road reserve, South East Water may regard the traffic management requirements as beyond those that



are required to be included within the relevant Upper Total Allowance (UTA) for basic traffic management. These scenarios are categorised as Risk Events. The Risk Event price for traffic management is a single fixed amount that is deemed to cover any additional resources required above the standard UTA traffic setups and inclusions. Conditions relevant to the locations where Risk Events may occur include, but are not limited to:

- i. Roads where the speed limit is above 60km/h
  - ii. Roads identified by Melway/eWay maps in the following colours: red, black, blue, green
  - iii. Works within typical road types that are defined as: Secondary State Arterial Roads, Primary State Arterial Roads, Freeways and Tollways
  - iv. Works where a large number of vehicles are required on site and pose a risk to the public if not managed appropriately.
- b) South East Water may not regard the traffic management requirements at a particular work site as being beyond those that are required to be included within the relevant UTA if it believes an alternative approach would have addressed the risk with little or no increase in cost to the Industry Partner. Examples include:
- i. Assertion that a road closure was required in order to place spoil/materials/equipment on the opposite carriageway of a two-lane road, whereas an alternative option was available that would have avoided the need to close both lanes.
  - ii. Assertion that a lane closure was required in order to accommodate a parked truck, whereas the truck could have been parked in a nearby side street or other parking area.
  - iii. Assertion that Traffic Controllers were left onsite to manage a work site overnight when a semi-permanent un-manned traffic management set up could have safely achieved the same outcome.
- c) In every situation where the Industry Partner wishes to assert that a material additional traffic risk exists, it must provide supporting evidence. Such evidence will include photographs and may also require dimensions of the road reserve and any obstructions present.
- d) South East Water's Representative is to be included in all correspondence when dealing with other authorities (e.g. utilities, councils, VicRoads regarding works planning and approval). All relevant plans and subsequent permits must be attached to the Task within South East Water's Works Management System.
- e) The Industry Partner is to submit relevant accreditation for all companies and personnel that will be providing and preparing Traffic Management Plans (TMP). Qualifications and Accreditation as agreed with South East Water. Currently these are listed as:
- i. For companies: 'VicRoads Pre-qualified' to the TMP accreditation; and
  - ii. For individuals: RIICWD503E -Prepare traffic management plans and traffic guidance schemes.

## 4.6 Interference with South East Water Assets

- a) The Industry Partner shall not interfere with any South East Water structures such as pump stations, water storages, pressure reducing stations, treatment plants, control and monitoring equipment without the approval of, or unless directed by, South East Water's Representative.

- b) The Industry Partner shall not open valves which are designated as shut valves without first obtaining the approval of South East Water's Representative.
- c) The Industry Partner shall not interfere with the flow in any water main, 225mm in diameter or greater, without the approval of, or unless directed by South East Water's Representative.

#### 4.7 Protection of Structures and Services

- a) The Industry Partner shall use the services of the Dial Before you Dig System ('DBYD') (<http://1100.com.au>) to determine the location of underground services on all planned works and emergency works.
- b) The Industry Partner shall prove the location of underground services on which the Industry Partner must work, or which are near where the Industry Partner must work, prior to commencing machine excavation. DBYD must be used prior to all excavations. The Industry Partner should refer to the excavation instructions provided from the DBYD enquiry. If no method is provided, then hand excavation shall be used.
- c) The Industry Partner shall take special precautions where excavations are to be made in proximity to any major service such as hydrocarbon pipelines, transmission pressure and high-pressure gas pipelines, electric cables, coaxial cables or major drains and water mains, and in such situations the Industry Partner shall:
  - i. Use the Dial Before you Dig System where the notice period is available, otherwise exercise the maximum possible care in protecting such services and in complying with the conditions specified by the relevant Authority; and
  - ii. Arrange with the relevant Authority or owner (as applicable) for an Inspector from that Authority to be present, unless the Authority directs otherwise, whenever the Industry Partner is proving the location of or excavating, within the distance of 3 metres of such services, or other minimum distances as stipulated by the Authority, from such services, as measured from the edge of the service to the edge of the excavation nearest the service; and
  - iii. Where such services are to be uncovered and left exposed, adopt a method for uncovering and protecting the service from damage during execution of the work, to the satisfaction of the relevant Authority or owner (as applicable) and South East Water's Representative; and
  - iv. Immediately notify the owner or relevant Authority or owner (as applicable) of any damage or interference to any service, structure or property; and
  - v. Where the Industry Partner damages the property of other authorities, the Industry Partner shall, at its own expense, make restitution to the other authority for the damage occasioned.

#### 4.8 Tree Obstructions

- a) In the first instance, the relevant Authority or owner (as applicable) is to be contacted to remove a tree obstacle. The Industry Partner shall not cut down any street tree or



cut any major limb or excavate around the base of a tree such that the stability of the tree or the life of the tree is threatened without first obtaining the approval of the responsible authority. This may be required in writing.

- b) In an emergency situation, and where the relevant Authority or owner (as applicable) cannot be contacted, and where satisfactory alternative temporary repair procedures in order to restore services cannot be identified, the Industry Partner shall seek approval of South East Water's Representative before proceeding with the removal of any tree.

## **5. MANAGEMENT SYSTEMS**

### **5.1 Management Systems and Management Plans**

- a) The Industry Partner must establish, maintain and comply with Management Systems in accordance with the Agreement, and must establish, maintain and comply with contract-specific management plans ('Management Plans') as applicable. Notwithstanding the establishment of, maintenance of and compliance with any such system or plan the Industry Partner is not relieved from its obligation to ensure that the provision of services is in accordance with this Agreement.
- b) The Industry Partner's Management Systems and Management Plans must complement those of South East Water to the satisfaction of South East Water's Representative; the Industry Partner must comply with the management systems of South East Water as notified by South East Water in writing.
- c) The Industry Partner must ensure that all sub-contractors engaged comply with the requirements of the Industry Partner's Management Systems and Management Plans.
- d) South East Water reserves the right to audit the performance of, and compliance with, the Industry Partner's Management Systems and Management Plans. This right extends to the auditing of sub-contractors.
- e) The Industry Partner must comply with and follow South East Water's mobilisation and demobilisation requirements. These requirements include but are not limited to on-boarding, induction and exiting (including return of South East Water assets).

### **5.2 Evidence of Compliance**

The Industry Partner must provide, as and when requested by South East Water's Representative, all documentary evidence that is necessary to demonstrate:

- a) The effective implementation of the Industry Partner's Management Systems and Management Plans, and
- b) The conformance of the Industry Partner's Management Systems and Management Plans with all requirements of the Agreement.

### **5.3 Submission of Documents**

- a) The Industry Partner must submit to South East Water's Representative a copy of the auditor's report for every third-party audit undertaken.

- b) On request by South East Water's Representative, the Industry Partner must provide a current copy of a controlled copy of the contract-specific Quality Management Plan, Work Procedures and associated documentation.

## 5.4 Records

- a) The Industry Partner must always make available, all records generated in meeting the requirements of the Management Systems and Management Plans.
- b) When requested by South East Water's Representative, the Industry Partner must provide South East Water with a copy of the records that it may request.

## 5.5 Non-conformances

The Industry Partner must record, and promptly report to South East Water's Representative, all identified non-conformances with the Management Systems and Management Plans (which terms include associated documentation such as Work Procedures) and with specified requirements for products and services, in accordance with the non-conformance procedures of the relevant Management Plan. The Industry Partner must address such non-conformances in accordance with the relevant Management System or Management Plan.

## 5.6 Industry Partner's Internal Audits

- a) Internal audits ('self-audits') carried out by the Industry Partner are to comply with the requirements of the relevant Management System or Management Plan. These audits must be conducted in accordance with ISO9011 Guidelines for Auditing Management Systems and must include internal audits of subcontractors and suppliers. Records of all such audits must be kept and made available to South East Water's Representative on request.
- b) Before the start of each financial year (i.e. 1 July) during the Term, the Industry Partner must prepare and submit to South East Water's Representative an annual risk-based self-audit schedule which identifies monthly audit targets. The self-audit schedule must include auditing of subcontractors on a pro-rata (proportional) basis.
- c) South East Water may require the Industry Partner to demonstrate that the self-audit schedule is consistent with the Industry Partner's risk-based approach. The Industry Partner must revise the self-audit schedule to correct any inconsistencies and implement the revised schedule.
- d) South East Water expects that self-audits will be conducted with a level of rigour at least equivalent to that of audits conducted by South East Water.
- e) The Industry Partner shall record all internal audits by creating an SI attached to the relevant Job/Task in the Works Management System whenever conducted.

## 5.7 Surveillance and Audits by South East Water

- a) South East Water's Representative may arrange random surveillance and/or audits of the performance of the Industry Partner's activities to ensure the Industry Partner is complying with the Management Systems and Management Plans. Audits may be conducted in the field, conducted remotely or via a desktop audit. South East Water



may use a variety of audit methods including the use of GPS and site security cameras. Audits may be conducted by South East Water or its agent.

- b) The Industry Partner shall, upon being provided with reasonable notice by South East Water's Representative, make or arrange to make available all facilities, documentation, records and staff including those of any sub-contractor or suppliers that are reasonably required for the audit to be undertaken. South East Water's auditor shall issue an audit programme with the notice. The auditor is authorised to retain a copy of documents and records inspected and to take photographs of work in progress as considered necessary by the auditor. Copies of such documents and photographs will be made available to the Industry Partner upon request.
- c) South East Water may issue to the Industry Partner written notice where non-conformance with a Management System or Management Plan is detected during the audit.
- d) The Industry Partner must respond to a non-conformance notice, within a timeframe acceptable to South East Water's Representative and in accordance with the relevant Management System or Management Plan, by devising and implementing a preventative or corrective action and through preparation of a formal Non-Conformance Report. The Industry Partner must inform the auditor in writing after completing the preventative or corrective action.
- e) Where the non-conformance is a defect in any of the ongoing or completed Tasks and the Industry Partner fails to rectify the defect despite receipt of the written notice stipulated in Clause 5.7 c) above, South East Water may engage another contractor to perform the work at the Industry Partner's expense. Further inspection of similar work may be ordered by South East Water's Representative.

## 6. QUALITY MANAGEMENT

### 6.1 General

- a) The Industry Partner shall develop and maintain Work Procedures (which shall form part of the Quality Management Plan) for every category of Activities complying with all requirements of this Specification in performing the maintenance services. Work Procedures must include steps to comply with Occupational Health and Safety requirements.
- b) It is important that any changes to Work Procedures are consistent with the Quality Management System and that additional training is provided to the staff if necessary.
- c) Any works required to be undertaken under the Agreement for which the Industry Partner does not hold quality documentation, then such documentation shall be developed, produced and submitted to South East Water's Representative prior to the commencement of such works.
- d) The applicable standards of quality and the acceptance criteria required to meet the specified requirements must be included in the specific Quality Management Plan (including Work Procedures). Evidence of compliance shall be certified by the signatures of supervisory staff directly responsible for quality of the products and services.

- e) The Industry Partner shall amend its Quality Management Plan to incorporate South East Water requirements, as notified in writing from time to time, to the satisfaction of South East Water's Representative.
- f) For all Tasks, whether a Quoted Works Task or any other Task, failure to achieve Completion by the target or scheduled completion date represents non-conformance with South East Water requirements (and may lead to the issue by South East Water of a non-conformance notice). Failure to achieve Completion within 4 weeks of the target date for Completion will lead, by default, to the issue by South East Water of a non-conformance notice. An additional non-conformance notice may similarly be issued for each further four weeks that the Task has not achieved Completion. The issue of non-conformance notices is independent of and in addition to any other remedy that may be available to South East Water.
- g) If the Industry Partner becomes aware that a particular Quoted Works Task or a Task having a Priority 10 completion date will not be, or is unlikely to be, completed by the target completion date, it may request a revision to the target completion date. South East Water may at its discretion, after considering the reasonableness (including timeliness) of the actions taken by the Industry Partner, re-schedule the target completion date of that Task.

## 6.2 South East Water Technical Standards

- a) South East Water is committed to maintaining the integrity of its assets. South East Water's technical standards relevant to the Industry Partner include design, construction and maintenance standards for sewer and water assets, as well as standards that state the products that are approved for use within South East Water's water and sewerage infrastructure. The standards include some that have been adopted by the three Melbourne Water Retail Agencies (MRWA), and some supplementary standards that are specific to South East Water. Links to all relevant standards, including details of approved products, are available at South East Water's website.
- b) A web portal of the Melbourne Retail Water Agencies (MRWA) hosts a suite of technical documents and product information, including:
  - i. Water Agency Approved Products;
  - ii. Water Industry Standards;
  - iii. MRWA Supplement Manuals;
  - iv. MRWA Technical Specifications; and
  - v. MRWA Standard Drawings.
- c) South East Water also has a set of supplementary standards. These supplementary standards are designed to ensure the long-term management of resources through the reduction of unnecessary asset failures and associated maintenance costs.
- d) The documents referenced in this Section (6.2) are updated on an "as needs" basis.
- e) The Industry Partner is to ensure that all work/s performed is in compliance with the standards referenced in this Section (6.2) and is to be reflected in their quality systems approach.



## 6.3 Quality Management System

- a) The Industry Partner must have a certified Quality Management System in place with respect to all of its operations involved in the performance and reporting of the Services to AS/NZS ISO 9001 standards or equivalent.
- b) The Industry Partner must provide its policy on its objectives for, and commitments to, the achievement of quality, including an outline of its induction and on-going training.
- c) The Industry Partner must ensure that the implementation of its policy is clearly understood and maintained by its personnel.

# 7. OCCUPATIONAL HEALTH AND SAFETY (OHS)

## 7.1 Maintenance Hazards and Safety

- a) The Industry Partner shall comply with the requirements of the Agreement and Specification relating to safety, applicable to particular operations or kinds of work.
- b) The Industry Partner's staff must be fully trained and accredited in all functions of the the activities that the particular individual may be expected to perform under the Agreement, including awareness training of all possible Maintenance Services hazards.
- c) The hazards identified below are not intended to be an exhaustive list of hazards associated with the providing of maintenance services within South East Water's network, nor is it in any particular order or risk prioritisation.
- d) South East Water expectations for the Industry Partner's safety management systems is that they address the following hazards within Table 1, plus any other hazards that will or may be encountered during the performance of its obligations under the Agreement.

*Table 1: Safety Management Hazards*

<ul style="list-style-type: none"> <li>• Manual Handling</li> <li>• Hygiene (Sewage, Recycled Water – Class A&amp;C)</li> <li>• Slips, Trips and Falls</li> <li>• Drinking Water Contamination</li> <li>• Electric Shock</li> <li>• Road Plates</li> <li>• Electric Current and Meter Assemblies</li> <li>• Trenching and Shoring</li> <li>• Lifting Equipment</li> <li>• Operating Plant</li> <li>• Working in Road Reserve</li> <li>• Working near plant</li> <li>• Transportation (Motor Vehicles, Trailers, Mobile Plant)</li> <li>• Rotating Machinery</li> <li>• Lone Worker / Working in isolation</li> <li>• Excavation and under-ground services</li> </ul>	<ul style="list-style-type: none"> <li>• Aggression (Customers and Public)</li> <li>• Working with Electrical Services</li> <li>• Asbestos (including repairs to Asbestos pipe and disposal)</li> <li>• Needle Stick Injuries</li> <li>• Dangerous Goods</li> <li>• Eye Injuries (e.g. Chemicals, Strikes, Objects, Lasers) Pipeline Pressure Testing</li> <li>• Lifting and Accessing Sewer Manholes (including pressurised lids)</li> <li>• Working on pressurised assets</li> <li>• Engulfment</li> <li>• Crushing of limbs</li> <li>• Treatment Plants</li> <li>• Cuts and Abrasions</li> <li>• Noise</li> <li>• Air Quality</li> </ul>
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<ul style="list-style-type: none"> <li>• Falls from Heights</li> <li>• Confined Space Entry</li> <li>• Bush Fires</li> <li>• Fatigue (24/7/365 business operations)</li> <li>• Insect Bites</li> <li>• Heat Stress</li> <li>• Cross-connection of potable and recycled water supply systems</li> <li>• Contaminated spoil</li> <li>• Working over or near water</li> <li>• Natural gas</li> </ul>	<ul style="list-style-type: none"> <li>• Lead</li> <li>• Above and below ground services</li> <li>• Vibration Exposure</li> <li>• UV Exposure</li> <li>• Hand Tools</li> <li>• Working within a multi-disciplined work site</li> <li>• Working at night</li> <li>• Wet and or cold weather</li> <li>• Driving</li> <li>• Radiation hazards</li> <li>• Biogas hazards</li> <li>• Silica Dust</li> </ul>
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- e) For the duration of the Agreement the Industry Partner must ensure:
- That its personnel comply with the Living Safely Rules framework that comprises:
    - The Safety Essentials (behaviours);
    - The Living Safely Rules; and
    - The Consequences Regime.
  - That where the Industry Partner is authorised to engage a subcontractor, and it does so, any secondary contract imposes on the subcontractor equivalent obligations to those in this Clause 7.1(e).

## 7.2 Incident Management

- South East Water is required to provide an operational response capability to prevent or minimise the impact of incidents to South East Water's people, customers, assets, reputation, community health, the environment, and property/liability.
- If such an incident arises and is of a significant and/or major nature, South East Water will or may require rapid response from the Industry Partner. The Industry Partner must support South East Water through use of endeavours that are commensurate with the nature of the incident.

## 7.3 Public Health

- In providing the services, the Industry Partner shall not contaminate or cause to be contaminated, any potable water supply system. South East Water places public health considerations above all else. Any contamination of the water supply system can have serious public health ramifications and therefore will be determined as a serious breach of the Agreement.
- As part of the Industry Partner's Quality Plan prepared for use in relation to the Agreement, the Industry Partner shall document the safeguards that are put in place to ensure that the risks to public health are prevented from occurring. Furthermore, the Industry Partner shall be responsible for developing systems and procedures, and for providing facilities, which control the risk to public health.
- All Industry Partner staff and sub-contractors working on the water supply system shall be required to participate in training. Records will be kept showing their participation as well as their understanding of the safety and public health issues associated with their



work. The Industry Partner's Quality Plan and OH&S/Environmental Plan are to reflect all these elements in relating to Occupational Health and Safety.

- d) The Industry Partner shall ensure that all staff and sub-contractors maintain a high standard of personal hygiene and that all Industry Partner staff and sub-contractors carry out works in a fit and sufficiently clean condition so that contamination of water supply or assets is prevented.
- e) All Industry Partner staff and sub-contractors shall avoid contact with any live sewer where possible.
- f) Apparel, protective wear, tools, equipment and any other matter which may come in contact with live sewers are not to be used for any other purpose than sewer maintenance. All items of plant and equipment used for sewer maintenance must be clearly marked to indicate their intended purpose and must be stored, transported and used separately from apparel, protective wear, tools, equipment or any other matter which may be used on water maintenance work.
- g) As part of the Industry Partner's Quality Plan prepared for use in relation to the Agreement, the Industry Partner shall implement measures to screen their staff for notifiable and public health diseases. Where any of the Industry Partner's personnel, or any of a subcontractors' personnel engaged to perform a Task, is believed to have a communicable disease which has the potential to be transmitted during the course of performing normal duties, the Industry Partner shall notify South East Water's Representative and shall remove that person from working on water supply or sewer maintenance.
- h) The Industry Partner must ensure all staff and sub-contractors who through their normal tasks may be exposed to contaminants that can cause illness receive the appropriate immunisations prior to commencement of any maintenance Task associated with the Agreement. Guidance is provided in the South East Water Inoculations Procedure.

## 7.4 OHS System

- a) The Industry Partner must have a certified Occupational Health and Safety Management System in place with respect to all of its operations involved in the performance and reporting of the services to AS/NZS ISO 45001 standards or equivalent.
- b) The Industry Partner must provide its policy on its objectives for, and commitments to, the achievement of health and safety, including an outline of its induction and on-going training.
- c) The Industry Partner must ensure that the implementation of its policy is clearly understood and maintained by its personnel.

# 8. CUSTOMER EXPERIENCE

## 8.1 Customer Experience

Our customers and the community we serve value the experience South East Water and our Industry Partners provide.

South East Water is rated higher on trust, satisfaction, value for money and reputation in the community when our customers and the community see South East Water, Industry Partners, staff and sub-contractors responding quickly to an issue and in the field fixing water and sewer services.

When conducting work for South East Water, the Industry Partner, staff and sub-contractors, will, at all times:

- a) be ambassadors for our brand and act in the best interest of South East Water, our customers and the community,
- b) work with South East Water to increase community trust, satisfaction, value for money and reputation in the community,
- c) carry out services in a courteous, friendly and professional manner that provides the best customer experience and minimal inconvenience or impact to customers and community,
- d) go the extra mile to provide care and support to customers and community to improve their experience, such as access to information, alternative water and support services, including additional support to those customers that may need it such as elderly, disabled, injured or with young children
- e) uphold the highest community standards and expectations when it comes to behaviour and attire including, but not limited to, wearing uniforms and masks, decent language, no smoking on site, clean and tidy appearance,
- f) take a proactive role in maintaining levels of service and bring to South East Water's attention any matter which may adversely affect the water or sewer network and/or the service to customers and community,
- g) understand critical customers (including but not limited to schools and childcare, hospitals, aged care facilities) impacted by and close to works and provide additional customer support to cater to their needs,
- h) provide notifications to South East Water ahead of works so that customers can be notified as early as possible in advance,
- i) display signage and information featuring South East Water branding and information about the works and how to get in touch, including signage to notify the community of an issue when crews aren't there and when works will occur,
- j) provide South East Water with short videos and information snippets about key works to publish to customers via our website, social media and other channels,
- k) recognise and manage community expectations (including in response to previous issues) when treating leaks and water and sewer issues, including but not limited to perceptions of drought, environment impact, impact to critical customers,
- l) adhere to South East Water's requirements for keeping customers informed and update South East Water on response times, completion times or any changes to plans for service interruptions so these can be communicated to customers.
- m) adhere to South East Water's complaints and feedback policy and processes and actively capture and report complaints and feedback from customers and community members
- n) ensure customer and community feedback and complaints are provided to South East Water in a timely manner,
- o) notify South East Water where it can reasonably be expected works may cause complaints for example, noise, crowds, traffic, public amenity,



- p) immediately notify South East Water of any regulator, media or stakeholder interest in the works, including community protests etc.,
- q) undertake South East Water customer experience training and refresher courses at commencement and then annually on-going,
- r) wear appropriate South East Water branded uniforms and present in safe, clean and tidy attire, including photographic identification approved by South East Water
- s) use vehicles and equipment featuring South East Water approved branding
- t) adhere to South East Water's Customer Charter (available at <https://southeastwater.com.au/about-us/corporate-information/our-policies/> ) and ensure that South East Water's service commitments are met, and that customer rights and obligations are adhered to, particularly with respect to (but not limited to) property access, notifications and service interruptions
- u) proactively work with South East Water to implement new initiatives to improve the customer experience and increase community trust, satisfaction, value for money and reputation in the community.

South East Water will:

- v) assist in providing notifications and information about works to customers and community via email and SMS messages, social media, our website and other channels,
- w) conduct customer surveys after works and with the community across our service areas to assess community trust, satisfaction, value for money and reputation in the community, including questions relating to the behaviour of the Industry Partner, staff and sub-contractors involved,
- x) review and discuss the outcomes of these customer and community surveys at Maintenance Program Meetings,
- y) approve all instances associated with the use of South East Water's brand including but, not limited to, layout, format and application,
- z) provide branded vehicle decals, signage, uniforms and customer information cards at South East Water's storage depots to be purchased by the Industry Partner,
- aa) provide customer experience training and refresher courses,
- bb) recoup all costs from the Industry Partner associated with incorrect diagnoses of a task, damage caused to customer property, or work not done to a satisfactory standard including

## 8.2 Repairing damage caused by others

- a) The Industry Partner is required to report – to South East Water's Representative and without delay – all situations where third party damage to a South East Water asset occurs.
- b) Third party damage to a South East Water asset is recognised to have occurred when the Industry Partner reports such damage through:
  - i. recent vandalism, theft or vehicle accident, or
  - ii. recent activity from a construction site, demolition or boring works, or
  - iii. An individual or a business has been identified (or self-identifies) as damaging the asset.

- c) In reporting third party damage to a South East Water asset, it is important that the Industry Partner record as much detail as possible concerning the incident including:
  - i. Photos of the damage before works commence, during repair works to show the extent of damage, and upon completion. Photos are to include extent of damage and also perspective of the location;
  - ii. Date, time and location of the damage;
  - iii. The name and where relevant business/trading name of the third party responsible for causing the damage. Include photos where possible;
  - iv. The name, position, contact number and email of the third party's on-site representative;
  - v. The address of the third party;
  - vi. In full detail, a description of how the damage occurred and the extent of damage to the asset;
  - vii. The registration number of any vehicle/backhoe/equipment etc that caused the damage;
  - viii. Full details of the action taken;
  - ix. Any information from witnesses;
  - x. When damage/repair is within/associated with a building site, any/all company details must be recorded, including a photo of the builder's contact information board, etc.;
  - xi. The split of hours worked on South East Water asset and the split of hours worked on customer asset if it was directed by South East Water to do this work to restore supply for customer.
- d) Repairs undertaken in accordance with directions of South East Water's Representative are to be costed against the relevant Upper Total Allowance (UTA), or as otherwise agreed in advance. Additional support services are to be costed at rates as agreed with South East Water's Representative. South East Water requires third party damage works to be final costed within seven working days of works' completion. Some flexibility will be exercised for 'out of scope' works.

### 8.3 Works requested by others

- a) South East Water's Representative may direct the Industry Partner to undertake works on South East Water's assets where such works have been requested by a customer or other third party. Taking into account the circumstances of the request and the nature of the works, South East Water's Representative may direct that the works be performed as an UTA Task (if applicable), as a Reimbursable Task, or as a Quoted Works Task.
- b) The Industry Partner is to undertake the works in the manner so directed by South East Water's Representative.



## 9. RECORD KEEPING

- a) Details of all Tasks awarded to the Industry Partner will be recorded within South East Water's Works Management System, with the information to be recorded by the Industry Partner in real time (unless otherwise advised by South East Water's Representative). In respect of each Task the Industry Partner must enter all information (as detailed in the Specification or as South East Water may direct) into the Works Management System at the times required by South East Water.
- b) Record keeping for scheduled and planned inspections and maintenance shall be in a form to be approved by South East Water's Representative. This will include direct recording within South East Water's Works Management System as well as other approved mediums and formats relevant to the programme and/or Task.
- c) GIS and Asset Drawings: The Industry Partner, when performing a Task, is to record any discrepancy between site and the GIS and/or Asset Drawings in an approved sketch format. Sketches are to be submitted via one of South East Water's approved processes which includes South East Water's Works Management System and attachment to the relevant Task. Sketches must provide sufficient 'as built' information to enable update of South East Water's GIS and Asset Drawings.
- d) The Industry Partner shall keep records of:
  - i. Response taken and performance associated with all maintenance Task orders received. All this information is to be recorded within South East Water's Works Management System relevant to the particular Task;
  - ii. Customer enquiries and fault reports which the Industry Partner receives directly (i.e. not via the Communication Centre). All this information is to be recorded within South East Water's Works Management System relevant to the particular Task;
  - iii. Operating and evidentiary details to maintain compliance for Quality, Safety and Environmental Management Systems, including monthly and year to date performance,
  - iv. Minutes of meetings (Typed records are required);
  - v. Support information as requested within this Specification.
- e) South East Water will update the items stated in the clauses of this Section 9. in line with the needs and requirements of South East Water's business. Where these needs and requirements change, this will not be at an additional cost to South East Water.

## 10. WORKS MANAGEMENT

South East Water's Works Management System, currently a system known as 'Montage', is a comprehensive and correspondingly complex system that is continually updated and improved. Therefore, the information provided in this section should not be relied upon as an accurate statement of the system.

### 10.1 General

- a) All work awarded to the Industry Partner is managed through the Works Management System and is captured as a "Job" in this system.

- b) A Job may, for example, represent a water main break, a sewer blockage, a customer complaint, a planned/scheduled maintenance activity, or a planned asset replacement or upgrade.
- c) Some of the information captured within the Job includes, but is not limited to:
  - i. Unique Job number,
  - ii. Job CCT,
  - iii. Job creation date,
  - iv. Job status,
  - v. Job creator,
  - vi. Problem details,
  - vii. Job location,
  - viii. Customer details (if required),
  - ix. Associated Task/s,
  - x. Any associated Asset/s,
  - xi. Any associated SI's,
  - xii. Any key information needed for a response to be planned.
- d) A Job acts as a container for one or more "Tasks", where a Task is an activity that, either alone or in conjunction with other Tasks, satisfies the needs of the Job. Tasks can be created, tracked, and closed independently of each other, but all Tasks on a Job must relate directly to the reported problem or request. Many Jobs have only one Task, but others may have two or more. The full set of Tasks required may not be clear until some work has been completed. All tasks associated with a Job need to be completed before the Job is able to be finalised (Closed).
- e) Each Task record contains the following information provided by South East Water: the parent Job, details of the required activity, site address or facility information, and a Priority Level which determines required response and completion times.

## 10.2 Awarding Work

- a) Work is given to an Industry Partner by "Awarding" Tasks. This will be done automatically by the Works Management System (or manually in the event of system outage).
- b) After a Task is awarded to an Industry Partner, it will become visible to Industry Partner staff via the Works Management System Office Terminal, and the Industry Partner becomes responsible for Task execution.

## 10.3 Allocating Work

- a) After a Task is awarded to an Industry Partner, it is then "Allocated" to an Industry Partner resource using the Works Management System, which will result in the Task



information being sent to the Field Terminal of that resource (or the information will be sent by email or SMS, depending on the configuration of that resource).

- b) Depending on the nature of the work and Agreement, the Allocation may be performed by South East Water or the Industry Partner, with the Works Management System providing manual, assisted, and automatic modes to support each arrangement.
- c) The Industry Partner is obliged to ensure that information regarding the skills and availability of employees that will work on Tasks is kept up to date in the Works Management System. This is necessary for efficient operation of the Awarding and Allocation processes, and to allow local crews at Works Management System Field Terminals to be accurately maintained. The Industry Partner's plant information must be kept up to date for the same reason.
- d) No payment shall be made for redirection of resources to a higher priority task if the resource is already in transit to a similar or lower priority task.
- e) Should Industry Partners require an extension to the Target Date for a Task, the Industry Partner must provide evidence demonstrating reasonable cause by no later than two weeks after the 'Target Complete' date within the Works Management System. Later requests for Target Date extensions will not be considered by South East Water.

## 10.4 Updating Task Status

- a) All Tasks have a "Status" which provides an indication of what has happened and what is currently happening for that Task. Examples of a Task Status are "In Transit", "On Site" and "Work Complete". For all 'On Site', 'On Site Service OK' and 'Working Off Site' statuses, supporting comments in the Task Story field are required. 'In Transit' statuses can have supporting comments where relevant.
- b) The Industry Partner must ensure that Task Status updates are real time – these would normally be done directly by the relevant field crew.
- c) Correct Task Status is essential for correct operation of the Awarding, Allocation, Reporting, and Alerting subsystems.

## 10.5 Reallocation of Tasks

- a) South East Water may take over the work from the Industry Partner and perform the work itself or may employ other contractors to carry out the work where:
  - i. The nature of the work is within the scope of the Agreement, but the site conditions require work beyond the scope of this Agreement;
  - ii. Site conditions change to such an extent as to require work beyond the scope of this agreement, or to involve major service interruptions to the services of other authorities or to constitute an ongoing unacceptable danger to the public; and
  - iii. The changed circumstances are such that South East Water's Representative believes that South East Water's systems, operations or customer service interests are not best served by the Industry Partner undertaking the work.



- b) Where South East Water takes over the works from the Industry Partner for the reasons stated in Clause 10.5(a), South East Water will reimburse the Industry Partner all reasonable costs incurred by the Industry Partner.
- c) Under extreme emergency situations where, in the opinion of the Industry Partner, prompt action must be taken to prevent or limit damage to property, and to ensure the safety of the public, and time does not allow for the notification of South East Water's Representative, the Industry Partner may undertake works to the extent necessary to make the situation safe. South East Water's Representative must then be immediately notified. Payment for services provided will be made on a cost reimbursement basis unless an agreed rate already exists for the work undertaken, in which case that rate will apply.

## 10.6 Task Labour records

- a) Tasks usually have an associated list of labour records. In the case of work allocated via the Works Management System Field Terminal, these records are inserted or updated automatically (based on the current crew) when the Task Status is updated. Labour records, like Plant and Material Records, may also be entered via the Works Management System Office Terminal.
- b) There will be at least one labour record for each person who worked on the Task for each Status change they were present. The collection of labour records for a Task represents a list of all field work performed on the Task, and when multiplied by the agreed rates, the labour cost to South East Water for the work performed. The Industry Partner may use this information for cost and workforce management.
- c) For each labour record status change a detailed statement of what work was performed must be recorded.
- d) Task labour is likely to be the most significant component of the Industry Partner's monthly invoices, and the Industry Partner is obliged to ensure that labour records are complete and correct for all Tasks they work on.

## 10.7 Task Plant usage records

- a) Plant such as vehicles, excavators and trenching machines used on Tasks is captured in the same way as labour records. Plant records, like labour records, are usually created from the Works Management System Field Terminal Crew information and Task Status change events but may also be entered via the Works Management System Office terminal.
- b) The Industry Partner is obliged to ensure that their, and their subcontractors, plant records in the Works Management System are complete and correct.

## 10.8 Task material records

- a) All non-consumable material required for the completion of the Task and used on the Task by the Industry Partner shall be recorded by the Industry Partner in the Task Materials List.

- b) The Works Management System has a catalogue of inventory spares and materials that are available to the Industry Partner via South East Water's store. This catalogue includes part numbers, descriptions, and costs. All materials used must be recorded at the time of use.

## 10.9 Special Information (SI) records

- a) The Works Management System provides functionality to capture additional specific Job, Task and Asset data while work is in progress. This type of data is known as Special Information (SI).
- b) Some examples of activities that require additional data to be collected using SI forms include, but are not limited to:
  - i. Water hydrant inspections;
  - ii. Water quality complaints;
  - iii. Water valve and hydrant inspections;
  - iv. Sewer Manhole Inspections;
  - v. Sewer Excavations repairs;
  - vi. Sewer Siphon Inspections;
  - vii. Motor IR Checks;
  - viii. Asset Replacement Details;
  - ix. Pump Wear Ring Clearances;
  - x. Pump Blockage Cause Details; and
  - xi. Rotable Pump Movement.

## 10.10 Task Asset List

- a) The Works Management System includes an Asset list that is used to record all assets or components that were affected by that Task. For planned Tasks, the Asset List is specified at the time of Task creation, but for reactive Tasks, the information is known after some work has been done and must be entered by the Industry Partner. It is mandatory that the Asset ID is provided for Assets where work was performed.
- b) In the case of civil assets, the ID of the relevant asset is found using the GIS, which is also used to capture Point of Failure (POF) information for water main failures.

## 10.11 Task finalisation

- a) When all field work on the Task is complete, the Industry Partner must ensure that the following Task information is updated:
  - i. Action Taken class, category, type – describes the work actually done;
  - ii. Failure Cause class, mode, cause – describes the asset class and failure mode and cause; and



- iii. Any required amendments to the GIS, including addition and/or removal of assets is provided directly to South East Water's GIS Management Services via email to [aisrequests@sew.com.au](mailto:aisrequests@sew.com.au). The Industry Partner must also attach the GIS update sketch and a copy of the email to the Task as evidence that it has been completed.
- b) The information referenced in section 10.11(a) above must be entered before the Status of a Task is updated to "Work Complete", indicating that field work is complete. Prior to this, the Industry Partner must endeavour to ensure that – as far as possible – all further required information has been entered, including Action Requests (which indicate that additional tasks may be required) required Task Attachments (photos), and required Special Information records.
- c) Further task finalisation requirements may apply as per individual Services Specifications regarding task closure and records management.

## 10.12 Data quality standards

- a) There are standards covering the completeness, accuracy and timeliness of data that the Industry Partner is required to enter into South East Water systems. The Industry Partner is responsible for ensuring that all staff, whom it requires to use South East Water systems, receive appropriate training and that data quality targets are achieved. This may mean that a review step is performed by the Industry Partner before the Task is flagged as complete and correct.
- b) South East Water regards the data entered into its systems by the Industry Partner as vital for the cost-effective operation of the network and management of risk and quality of service. Review should occur to confirm the accuracy of the asset selected prior to Task finalisation. Any Task awarded with the incorrect fault address should be updated prior to Task finalisation.

## 10.13 Industry Partner payment claims

- a) All Industry Partner payment claims for work performed shall be based on Works Management System data.
- b) In accordance with the Agreement, the Industry Partner shall submit monthly invoices in response to Declaration Notices issued by South East Water.
- c) Where Tasks are not updated as "Data Complete" within 1 week of reaching 'Work Complete' (i.e. completion of field work ), South East Water reserves the right to assign these Tasks into the following month's claim.

# 11. PERFORMANCE MONITORING AND REPORTING

There is a requirement that the Industry Partner be vigilant and monitor Job volumes and Task activities in relation to the Contract performance and ESC KPIs on a daily basis.



## 11.1 Works Management

- a) The Works Management System provides users with various reports that are used for operational and performance reporting. These reports deliver accurate real-time data and include filtering capabilities that allow users to drill down to their area of interest. Reporting coverage varies from highly configurable reporting options to reports that support specific business processes.
- b) Operational reports available within the Works Management System include:
  - i. New Jobs: Displays newly created jobs. Default sort order is based on job creation date and time.
  - ii. Configurable Task Report: Report provides various filters and display options to enable users to find and display task records of interest.
  - iii. Task Activity Report: Provides a count of Task records that meet specified criteria for a user-supplied reporting interval and date range.
  - iv. Task Results Report: Report provides various filters to display details of completed works. Users can filter on failure details or maintenance action used to address the problem or Job. Filters are also available to restrict Task records to a particular facility and/or asset.
  - v. Onsite Report: Provides a list of Tasks that are currently in the onsite work status.
  - vi. All SI Records: Provides a listing of SI records that meet user-supplied criteria. Users can select a specific SI record to view details or they can view the associated Job or Task.
  - vii. Water Off: Provides a list of water service interruptions (WSI) for user-supplied criteria. Filter criteria includes Active, Planned and Closed WSI records.
  - viii. Forecast Tasks: Provides a list of upcoming scheduled preventative maintenance tasks (periodic tasks only) over a given date range.
- c) Generic reporting functionality includes the ability to sort on any field contained within the record grid and the ability to export and print report details.

## 11.2 Business Management

South East Water's Business Management System includes purpose-built reports and dashboard indicators to monitor and measure the performance of the service delivery function. Available reports include those performance indicators listed in the Standard of Retail Service.

## 11.3 Occupational Health and Safety Management

- a) The Industry Partner's OHS Management System shall report OHS performance relating to the services provided by the Industry Partner under the Agreement including services provided by its subcontractors. The Industry Partner shall prepare and submit to South East Water's Representative a monthly report in accordance with the template ('Template') provided by South East Water's Representative.
- b) Safety management reporting requirements will be reviewed periodically, and South East Water's Representative, may accordingly update the Template from time to time.

Any changes to reporting requirements will not result in additional costs to South East Water.

## 11.4 Environmental Management

- a) The Industry Partner's Environmental Management System shall be certified to ISO 14001 which applies to the services provided by the Industry Partner under the Agreement including services provided by its subcontractors. The Industry Partner's Environmental Management Plan may be overarching for all site maintenance activities, and must cover waste, energy/GHG, vegetation management, and will also address adequacy of current industry practices and perceived site risks, and compliance with plan details.
- b) The Industry Partner is required to prepare and submit to South East Water's Representative a monthly environmental management report for consideration at monthly review meetings. Reporting requirements, shall include, but will not be limited to:
  - i. Fuel usage and energy consumption;
  - ii. Waste disposal;
  - iii. No. of Work Site Environmental Audits Completed;
  - iv. No. of outstanding Audit Actions;
  - v. No. of completed Audit Actions;
  - vi. Provision of Environmental Audits Reports;
  - vii. Details of first and third-party audits on the Industry Partner's Environmental Management System; and
  - viii. Preparation and submission to South East Water's Representative an annual self-audit schedule which identifies monthly audit targets.
- c) The Industry Partner shall provide all monthly fuel usage associated with performing services under the Agreement (including all sub-contractor fuel usage), consistent with the *National Greenhouse and Energy Reporting Act 2007* (NGER) and Guideline reporting standards:
  - i. Transport Petrol;
  - ii. Transport Diesel;
  - iii. Non-transport petrol;
  - iv. Non-transport diesel;
  - v. LPG; and
  - vi. Chemical invoices.
- d) The Industry Partner shall provide all monthly statistics on the type, volume and location of:
  - i. Waste to landfill; and
  - ii. Waste reused/recycled.



- e) The Industry Partner shall record within South East Water's Works Management System when Environmental audits are conducted on field activities. Where Environmental Audits Reports are produced referring to a particular field activity, these shall be added to the relevant Task.
- f) The Industry Partner shall allow South East Water access to records and audits conducted by first and third parties on the Industry Partner's Environmental Management System. Such documentation and any associated procedures would be subject to an external audit by South East Water on an annual basis to assess consistency with the objectives and adequacy of approach.
- g) Environmental management reporting requirements will be reviewed periodically, and South East Water's Representative may direct the Industry Partner to make changes to these reporting requirements. Any changes to reporting requirements will not result in additional costs to South East Water.

## 11.5 Dashboard Indicators

- a) Dashboard indicators provide a graphical representation of key performance measures and provide an alternative view for many of the reports listed above. The dashboard can be customised to meet the relevant reporting needs of users.
- b) The Dashboard displays the following data:
  - i. Focus – business area e.g. Water, Sewer, Customer;
  - ii. Measure – description of the measure;
  - iii. Report Date – Selectable data that enables a user to see the indicators as they would have been at the selected date. Note – the End of Month will only display end of month data see below;
  - iv. Current Period – displays current data in most cases it is updated overnight (e.g. at 7.00 am) from the Works Management System;
  - v. Last Period – the measure as it was at the corresponding time the previous month;
  - vi. End of Month – recalculates the previous month's data and can be used for reporting purposes. For example, if the figure for February is changed today, the End of Month figure will be updated (e.g. at 7.00 am) the next day. Note the Last Month Figure WILL NOT be updated as it reflects a static figure that is not updated if data changes;
  - vii. Target – value to meet KPI;
  - viii. YTD – Figure calculated from the start of the year to the current date;
  - ix. Other Measure – additional measures that may be of interest (e.g. averages); and
  - x. Indicator Legend – displays the values that determine the traffic lights colours.



## 12. BUSINESS CONTINUITY

- a) In accordance with the Agreement, the Industry Partner must have a Business Continuity Management System that is certified to ISO 22301:2019 Security and resilience — Business continuity management systems.
- b) Within three months of the Commencement Date, the Industry Partner must submit a holistic Business Continuity Plan which demonstrates the Industry Partner's resilience to both internal and external events which impact the Industry Partner's ability to provide the services required within this Agreement.
- c) The plan must address matters including:
  - i. Loss of key systems such as South East Water's Works Management Systems;
  - ii. Business systems of the Industry Partner;
  - iii. Loss of power supply and communication systems;
  - iv. Extended supply chain outages; and
  - v. Resource losses, etc.
- d) The Industry Partner is expected to review its Business Continuity Plan to ensure it remains relevant and shall provide South East Water's Representative a copy of the revised plan annually. Where the Industry Partner is using South East Water systems, the Industry Partner shall work with South East Water to develop and document Business Continuity measures.

## 13. VEHICLES, PLANT & EQUIPMENT

### 13.1 Standard

- a) The Industry Partner must ensure that all items of vehicles, plant & equipment used for the duration of the Agreement:
  - i. Comply with all applicable Acts, regulations, local laws, guidelines and codes of practice;
  - ii. Are suitable for the purpose for which they are to be used;
  - iii. Are maintained in good repair and in roadworthy condition to the satisfaction of South East Water's Representative (e.g. modern, reliable and fit for purpose). If South East Water's Representative deems the vehicle to be in an unroadworthy condition the vehicle will not be permitted to operate; and
  - iv. Are equipped, where applicable, with:
    - a. Alternative plant, equipment or fuels, if any;
    - b. Appropriate first aid equipment to the satisfaction of South East Water's Representative;
    - c. Appropriate fire extinguishing equipment;
    - d. Appropriate communication equipment, either two-way radio to base and/or a mobile phone;
    - e. Writing materials; and

- f. Written instructions on emergency procedures, safety procedures, operating procedures, and any other matters necessary to enable the Industry Partner's personnel or subcontractors to perform the services safely, efficiently and in accordance with the Agreement.
- b) The Industry Partner must supply South East Water, upon request by South East Water, an up-to-date list of equipment or plant, and how it will be sourced (e.g. in-house or external supplier). In respect of each supplier, it must provide a signed list of the equipment and plant that is available to the Industry Partner on a 24/7 basis. The list is to include specialised equipment.
- c) Trench support equipment is to detail compliance plate and limits of trench support.

## 13.2 Markings

- a) Each item of vehicles, plant and equipment (where required by South East Water's Representative) must be professionally painted, before it is first used in relation to provision of Services under the Agreement, with the markings stated in (b) below.
- b) The required markings include, but are not limited to:
  - i. The Industry Partner's logo and an identifying number;
  - ii. A telephone number for public enquiries; and
  - iii. Whilst vehicles are conducting works on South East Water tasks and sites, two South East Water branded magnets must be displayed on each of the front doors of the vehicle.

## 13.3 Maintenance

- a) All vehicles, plant and equipment must be kept clean to the satisfaction of the South East Water Representative. The maintenance and repair of all vehicles, plant and equipment must be in accordance with the manufacturer's recommendations and legislation in place, including (without limitation) the *Occupational Health and Safety Act 2004*.
- b) The Industry Partner shall inspect all vehicle, plant and equipment to be used on the services for oil and fuel leakage before it enters the site and shall inspect all vehicle, plant and equipment at regular intervals during the period it is on the site.
- c) Under no circumstances shall the Industry Partner allow any vehicle, plant or equipment to enter any watercourse or allow it to continue operation within the watercourse if the vehicle, plant or equipment is found to be leaking oil or fuel.
- d) Entry of oil, grease or fuel into any watercourse is prohibited. Drainage from any area likely to be so contaminated shall be effectively diverted to a suitable collection point. The Industry Partner shall provide, operate and maintain adequate facilities for the collection of leaking fuels, lubricants, oils, greases, and the like, and for the transportation and lawful disposal of these materials off the site.
- e) If pollution of the soil occurs from the Industry Partner's vehicle, plant and equipment or spillage of any contaminant, then all contaminated soil shall be removed from the site and disposed of as in accordance with the requirements of the EPA.



- f) In order to minimise the risk of polluting a watercourse all servicing and fuelling of the Industry Partner's vehicle, plant and equipment shall be carried out at locations remote from any watercourse.

## 14. MATERIALS AND INVENTORY MANAGEMENT

### 14.1 Procurement of Materials

- a) South East Water shall procure pipes, fittings, materials and critical spares in line with the 'South East Water Inventory List' for the maintenance services to be provided within this Agreement.
- b) For the delivery of maintenance services to be provided within this Agreement, the Industry Partner must source from South East Water pipes, fittings, materials and critical spares as detailed within the 'South East Water Inventory List'.
- c) The Industry Partner shall be responsible for procuring consumables, uniforms, equipment, tools of trade, PPE and all other items and materials (direct and in-direct) not specifically listed within the 'South East Water Inventory List' for the purpose of delivery of maintenance services to be provided within this Agreement.
- d) It remains the Industry Partner's responsibility to ensure the stock levels carried by vehicles used by Service Personnel are sufficient for the performance of its obligations under the Agreement.
- e) Examples of some consumables in current use are included in Table 2 below and are NOT intended to be inclusive of all consumables which would be required by South East Water will not reimburse the Industry Partner for any consumable items.

*Table 2: Consumables examples*

Customer Notices (e.g. Interruption to Service, Property Access, Defect Notices, Work Notifications, Calling Cards)	Disposable Coveralls, Dust & Mist Mask P2, Ear Muff Protector, Safety Spectacles / Goggles, Face shield, Hard Hat, Hard Hat Visor, Hard Hat Ear Muffs, Sun Brim, Earplugs, Sun Hat, Beanie, Riggers gloves, Disposable Gloves, Anti Vibe Gloves, Kevlar Gloves, Safety Boots, Gumboots Toe cap, Bag, Electrical gloves, Electrical Mats, Arc Flash PPE.	Electrical Tape, Masking Tape, Teflon Tape, PVC Ducting Tape
Axe, Hatchet, Broom, Rake, Shovel, Pick, Mattock, Hoe, Sledge Hammer, Hammer Claw, Crow Bar, Timber Saw, Hacksaw, AC Handle Saw, Screwdriver, Stanley Knife, Trowel, Tee Handle Probe, Tube Cutter, Bow Saw, Scraper, Adjustable Wrench, Ratchet, Drawing Wedge, Pipe Splitter Wedge, Dee Shackles, Nut Driver, Steel Brush, Chisel, Bit Auger, Power Saw Blade, Gatic Lifting Key (Long and Short Handle), Diamond Cover Lifter, Ferkler, Flaring Tool, Tape Measure, Tee Handle Male, Tee Handle Female Ferrule Key, Tee Handle Crows Foot Tube, Poly Crimper, Horse Rasp, Socket, Cutting Wheel, Grinding Wheel, Brace Carpenter, Torch, Batteries, Bow Shackle, Drill Bits, Hole saws, Holewars Arbours, Barrier	Long Sleeve Shirt/Polo, Windcheater, Workpants, Trousers, Hi Viz Vest – Waterproof & Standard, Wet Weather Jacket/Pants, Hi Viz Polo shirt/Jumper/ Jacket/Workpants / Overalls	Graphite Powder, Stainless Steel Bolts & Nuts, Steel Nails, Perf Peg, Tow Ball, Cable ties, Small wiring and cable, Rope, Sling, Trailer Plugs, Chains, Hooks and shackles, Tie down straps.
	Sunscreen, Fly Spray, Hand Cleaner & Hand sanitiser, Toilet Paper, Hand Paper Towel Rags, Wipes, Mr Sheen, Disinfectant	Plastic bags Asbestos 700x1100, Plastic bags clear 700x1100, Hessian Bag, Filter Frames – Burst Aid, Filtration Bags-Burst Aid, Garbage Bags.
	Spray Paint, Road Paint, Thermoplastic Road Paint, Paint	Barrier Cream, Manhole Cover Seal Grease, Flashcrete, Cement Bag, Underseal Putty, Spray Can Lube, Disinfectant Citrol, Iso Propyl Alcohol, Jointing Lubricant, Joint Paste, Grease, Anti-Seize, Electronic Spray, Lanolin Spray, Packing Hemp, plumbing cables, High pressure water jetting, hose, Portable equipment Lubricant or fuels, Cleaning Fluids, Instrument



Tap, Paraweb Poly Fabric, Star Picket & Cap P.V.C., Grass Seed Welding Materials	Brush, Paint Thinners, Turps, Jerry Can, Poly Drum Non-Prescribed Certificates	Calibration Buffers, Grease or Silicone Guns, Distilled Water
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## 14.2 South East Water Inventory List Materials

- a) The Industry Partner will purchase 'South East Water Inventory List' items from South East Water at cost (i.e. the weighted average cost as recorded in South East Water's inventory management system as at the time of receipt of those items).
- b) The process through which the Industry Partner must pay for such items is set out in the Agreement.
- c) The Industry Partner will be liable and responsible for inventory upon receipt of these items.
- d) South East Water will reimburse the Industry Partner for 'South East Water Inventory List' items used by the Industry Partner and recorded in South East Water's Works Management System associated with performing maintenance services within this Agreement. South East Water will reimburse the Industry Partner for these items at the weighted average cost for the item(s) as recorded in South East Water's inventory management system as at the time of completion of the Task (as recorded within South East Water's Works Management System) on which the associated materials were used.
- e) The Industry Partner is required to take a geo-referenced, and date and time stamped digital photograph, to an approved quality, format and picture view, which clearly shows all materials used on each Task. Photographs must be attached to the relevant Task as part of being able to achieve 'Data Complete'.

## 14.3 Inventory Management

### 14.3.1 South East Water's Store

- a) 'South East Water Inventory List' items will be available from South East Water's store.
- b) Unless otherwise advised by South East Water, the nominated store is located at 40 Commercial Drive, Lynbrook.
- c) South East Water will provide the Industry Partner with the following via access to its store:
  - i. Business Hours (of South East Water stores):
    - a. Supply of standard pipes, fittings and parts to a field crew based upon a planned re-stock schedule;
    - b. Supply of critical and rotatable spares;
    - c. Supply of planned ad-hoc re-stock requests as pre-approved by South East Water;
    - d. Supply of South East Water uniform items;
    - e. Supply of South East Water customer notices.
    - f. Supply of other equipment as agreed by South East Water
  - ii. Outside business hours:

- a. Supply of critical and rotatable spares;
  - b. Supply of standard pipes, fittings and parts by exception.
  - c. Forklift Services will not be provided during Outside Hours by South East Water, therefore the Industry Partner must have a suitable number of crew members holding a forklift license and is competent to access store items that require the use of a forklift.
  - d. The cost of training of Industry Partner Staff to obtain their forklift licence is an expense of the Industry Partner. A list of staff who have the requisite forklift licences is to be provided to South East Water for access to the onsite forklift.
  - e. South East Water will provide the Industry Partner with a typical layout of the store and where items are located to assist in the familiarisation of when a forklift may be required to gain access to an item.
  - f. The Industry Partner needs to determine if a forklift operator is required either prior to attending the store if known, or as soon as crew arrives at the store if not known prior.
  - g. The Industry Partner is expected to provide Forklift Services to support all of its Maintenance Work Streams that have been awarded (e.g. Water, Mechanical & Electrical, Sewer, etc.).
- d) Where a suitable approach can be agreed between the Industry Partner and South East Water's Representative, South East Water's Representative will consider supply of pipes, fittings and parts directly to the Industry Partner's store.

#### **14.3.2 Initial issue of 'South East Water Inventory List' items**

- a) Eight weeks prior to the Commencement Date, the Industry Partner is to identify starting stock list items from 'South East Water Inventory List' and confirm the starting quantities required. This will be known as the 'Confirmed Starting Stock'.
- b) The value of the items which form part of the 'Confirmed Starting Stock' will become a debt payable by the Industry Partner to South East Water and will be off-set (spread equally over the first three months of the Term).
- c) Four weeks prior to the Commencement Date, an initial stock issue plan will be agreed between the Industry Partner and South East Water's Representative to ensure maintenance crews are resourced appropriately for responding to Tasks awarded on or after the Commencement Date.

#### **14.3.3 Replenishment of 'South East Water Inventory List' items**

- a) Four weeks prior to the Commencement Date, the Industry Partner, in conjunction with South East Water's Representative, will have developed and agreed on a replenishment plan for re-stocking of 'South East Water Inventory List' items.
- b) Staff approved by the Industry Partner will be required to sign acknowledgement of receipt of issued stock which will then become a debt payable by the Industry Partner to South East Water in line with Section 14.3.2.

### **14.4 Critical Spares**

- a) Critical spares will be owned by South East Water and supplied as required.



- b) South East Water will hold in storage critical spares including larger diameter (above 300 mm dia) fittings and pipe work, rotatable spares (e.g. pumps and valves), and particular specialised or long lead time items, which will be issued to the Industry Partner as relevant to an Awarded Task.
- c) The Industry Partner shall provide the plant, equipment, vehicle and staff necessary to collect, transport, deliver and unload such items, fittings, and or pipe work to any Site; and on a 24-hour basis and in emergency situations.

## 14.5 Quality of Materials

- a) South East Water's standards (<https://southeastwater.com.au/building-and-development/developers/technical-standards/>) state the products and materials that are approved for the use within South East Water's networks.
- b) The Industry Partner shall only use approved materials, as detailed in the relevant standard or approved by South East Water's Representative.
- c) The Industry Partner may seek approval from South East Water's Representative to add additional products to the Standard. The Industry Partner shall support such a request with all relevant data to enable South East Water's Representative to assess the suitability of the new product.
- d) The Industry Partner, in selecting materials to renew or repair sections of existing systems shall use compatible materials in type, size and method of joining, unless otherwise approved by South East Water's Representative.

## 14.6 Reclaimed Fittings

- a) All reclaimed fittings are to remain the property of South East Water.
- b) Any reclaimed fitting is to be tagged detailing particulars as requested by South East Water's Representative.
- c) No reclaimed fitting is to be used in any repair/construction of any asset unless prior approval has been obtained from South East Water's Representative.
- d) The Industry Partner shall deliver any reclaimed fittings, material or failed pipe sections as nominated by South East Water's Representative, to South East Water's store. This service will be provided at no additional charge to South East Water.
- e) In certain circumstances, South East Water's Representative will request the Industry Partner to set aside a section of his yard for the items nominated. The Industry Partner will not be expected to hold any item for a period of greater than 2 months without an inspection from South East Water's Representative. This service will be provided at no additional charge to South East Water.

## 14.7 Non South East Water supplied materials

- a) The Industry Partner shall determine its overall material requirements so that it can provide the Services in accordance with its obligations under the Agreement.
- b) Where the Industry Partner procures materials directly:
  - i. It must only source inventory items approved by South East Water and those which meet approved quality standards (Refer clause 14.5);



- ii. Any warranties for these items will be exercised through the Industry Partner;
- c) Where the Industry Partner seeks reimbursement for materials:
  - i. Payment will be based upon the Industry Partner's invoice from suppliers;
  - ii. It is expected that these costs will be passed on to South East Water inclusive of any trade discounts received by the Industry Partner;
  - iii. Upon the request of South East Water's Representative, demonstrate to the satisfaction of South East Water's Representative that the materials were purchased using a competitive process;
  - iv. No additional margin will be payable for items procured externally that are available at South East Water's store (i.e. South East Water will only reimburse the South East Water store value).
  - v. From time to time South East Water may require the Industry Partner to purchase large amounts of spare parts/ materials. These shall be reimbursed "at cost" (with no payment for labour or any margins).
- d) From time to time, the Industry Partner will be required to procure specific materials, equipment or parts. The Industry Partner shall establish procurement agreements with suppliers of such materials as required.

## 14.8 Reimbursable Material Items

- a) The Maintenance Services Agreement describes the reimbursement of materials to Industry Partners.
- b) Subject to the Maintenance Services Agreement, the following is a list of applicable reimbursable materials:
  - i. Pipes and fittings;
  - ii. Quarry products;
  - iii. Concrete for thrust blocks on thrust blocks on rising main and/or prefabricated thrust blocks;
  - iv. Stabilised backfill for structural backfill;
  - v. Concrete for concrete embedment on large branch sewers;
  - vi. Sacrificial timbers used for shafts where support timbers have been agreed by South East Water to stay in place; and
  - vii. Quarry products to repair customer's properties impacted by works.

## 15. EARTHWORKS

The technical specifications described in this section are for earthworks including excavation which may be required for a variety of planned and unplanned water, recycled water, sewer and pressure sewer operations and maintenance activities.

All earthworks must be conducted in accordance with:

- Legislative Requirements (as defined in the Agreement); and

- OHS Legislation (as defined in the Agreement); and
- South East Water Technical Standards (as defined in section 6.2).

Including without limitation:

- a) WorkSafe Victoria's Compliance Code for Excavation;
- b) South East Water's procedures for trenching and shoring; and
- c) WorkSafe Victoria's Compliance Code for Confined Spaces; and
- d) WorkSafe Victoria's Compliance Code for Prevention of Falls in General Construction.

## 15.1 Planning and Site Preparation

Prior to excavation works being undertaken a safe work method statement must be prepared that considers the following items:

- a) Verification of ground conditions - where possible attempts shall be made to investigate the anticipated ground conditions. This includes information from South East Water's GIS, Field Notes, or other sources of information to ensure the appropriate trenching methodology is utilised and subsequent trench support equipment is obtained to facilitate the maintenance activity. Trenching where required, the ground conditions are to be verified by a Competent Geotechnical Engineer and trench designs prepared where necessary.
- b) Utilities, services, structures and other hazards - Prior to commencing excavation, a review must be undertaken to identify the hazards, assess the risks and implement control measures. No excavation shall occur until:
  - i. Up-to-date services searches have been completed;
  - ii. All identified services affected by the earthworks have been physically located;
  - iii. All necessary precautions have been taken to protect, isolate or secure the services and structures; and
  - iv. Where potential impact on structures due to excavation works i.e. located within the excavation set out or zone of influence, appropriate relocation shall be considered where possible and if not, dilapidation reports must be prepared and recorded on the works management system.
- c) Erosion and sedimentation control - before the surface is disturbed in an area consider the location where excavated material is stockpiled. Erosion and sedimentation control may be required.
- d) Clearing and stripping of topsoil, vegetation and other materials - Where possible, disturbance to vegetation and trees shall be minimised. Where removal is required consent shall be obtained from the owner. The surface of the ground to be excavated shall be cleared of all trees, stumps, roots and undergrowth, buildings, fences, poles and debris, such as old foundations, buried pipelines and the like, with minimal disturbance and impact to the property.
- e) Pipe embedment, backfilling and spoil management requirements
- f) Temporary fencing and signage around excavation works - Suitable temporary fencing, barriers, handrails and signage must be erected around all excavations.



## 15.2 Excavation

All excavation must be undertaken in accordance with Legislative Requirements, in addition to the technical requirements in this specification.

### 15.2.1 Trenches for Pipe Repair and Pipe installation

- a) The line, level and grade of the trench must be such as to allow pipelines to be laid. Trenches for pipes must be excavated to a width and a depth sufficient to enable the pipe, joint, bed, haunch or surround. Additional excavation must be provided at the joints to allow for jointing of the pipes. The width of the trench should not exceed the limiting width between the faces of the soil and the pipeline as per MRWA design standards.
- b) No pipe must be laid prior to compacting bedding material and compacted fill below the bedding layers. All efforts must be made to avoid disturbance to the finished trench formation. Any wet or soft materials must be excavated and made good to the satisfaction of South East Water's Representative.

### 15.2.2 Excavation Support (Trenching and Shoring)

- a) All excavation works more than 1.5 m deep, must be performed with an excavation support system suitable for the ground conditions, unless sufficient space is available to batter the trench without major disturbance.
- b) Where required, the excavation support must be installed to provide safety to all persons in and adjacent to the excavation, and to prevent damage to all existing utilities, services, structures, building and roadways in the vicinity.
- c) Where there is conflict with structures i.e. within the zone of influence or 2 meters from the excavation, dilapidation surveys must be prepared prior to installation of excavation support, dewatering and excavation works. If required, the design of the excavation support system must be prepared and certified by a Competent Geotechnical Engineer and where applicable, by a Competent Structural Engineer.

## 15.3 Backfill and Embedment

- a) The Industry Partner must have the ability to provide, in line with the Priority Level set for the Task, the necessary backfill and embedment materials as per the relevant WSAA specification.
- b) There may be circumstances where the Industry Partner is required to source specialist backfill and embedment materials such as structural backfill and sacrificial ground support. The procurement of these product shall be undertaken in accordance with the directions of South East Water's Representative.
- c) Trench backfill for unpaved areas must consist of material that can be compacted to not less than 95 % maximum dry density.
- d) Trench backfill material under paved areas must comply with the relevant road authority requirements. Where the paved areas are located within land where no specific requirements are noted, trench backfill must be in accordance with relevant WSAA specification.



### 15.3.1 Quarry Products

- a) The Industry Partner must provide quarry products for all backfill, embedment, top soiling and reinstatement activities. The quarry product must be an approved South East Water product (MRWA Products Portal) and meet all conditions as per MRWA Backfill Specification 04-03.2.
- b) The Industry Partner shall accurately record the volume of quarry products associated with an individual Task within the Works Management System and provide documentation if the quarry product is delivered directly to site by a third-party supplier to the Industry Partner.
- c) When stockpiling quarry products on site, the Industry Partner must have an appropriate stockpiling management plan in consideration of location, dimensions, environmental control measures and statutory approvals and consents.
- d) The Industry Partner's hard stand area for quarry stockpiles must have overhead protection from rain and water ingress to ensure that the material is not saturated during storage and unable to achieve minimum compaction requirements when delivered to site. Silt barriers or temporary drainage to prevent the stockpiled topsoil being washed away shall also be considered.
- e) South East Water will conduct a reconciliation of the total volume of quarry products submitted by the Industry Partner to compare the volumes recorded under clause 15.3.1 b) of this section against each individual task.
- f) South East Water will only pay for: the total volume of quarry reported on Tasks, or the bulk quarry removed from the Industry Partner's hard stand area (including volumes that are delivered directly to site via 3rd party), whichever is lesser. There will be no payment made for quarry product which has been over-reported on the Works Management System.
- g) The Industry Partner must provide adequate evidence (e.g. weighbridge receipts, or evidence from another calibrated volumetric measurement capability) to support the volumes submitted for payment by South East Water.
- h) South East Water may request or carry out its own testing on the quarry product supplied by the Industry Partner.

### 15.3.2 Compaction

The Industry Partner must ensure trenches are compacted in accordance with the relevant WSAA specification.

## 15.4 Management of Excavated Spoil & Waste Materials

The following clauses related to the management of excavated spoil and waste materials and must be followed in conjunction with the requirements as detailed in the following South East Water procedures:

- a) 'Guideline for Management of Soil Contamination Following Sewer Spills - AM2821', which procedure applies when managing and disposing spoil from spills on land and from repairs to the sewerage network.

- b) 'Contaminated Spoil Procedure for Emergency Works – AM2654', which procedure applies when contaminated soil is identified during emergency works, or where prior sampling of the soil is not possible. Note that some areas containing contaminated spoil have been identified on South East Water's GIS, however this is not indicative of all areas in South East Water's region which may contain contaminated spoil.
- c) 'Sewer Spill on Agriculture Land – AM2652', which procedure applies for sewage spills on agricultural land e.g. cattle grazing land, horticultural land.

#### **15.4.1 On Site Management of Spoil**

- a) The Industry Partner must take care to separate clean fill (i.e. soils such as clay, silt and/or sand) from waste materials to ensure appropriate disposal and maximise reuse and recycling of spoil. Waste materials such as green waste, asphalt, concrete, bricks, paper and cardboard, recyclable plastics, poly pipe, ceramics, metal, batteries, asbestos, etc. shall be separated where possible. The Industry Partner must demonstrate what precautions have been taken to minimise spoil contamination from these sources.
- b) Where possible, and in accordance with backfill standards, the Industry Partner shall make reasonable attempts to reuse excavated spoil as backfill.
- c) Stockpiling of contaminated or unsuitable material should be avoided. Where not possible, appropriate measures should be put into place to avoid leaching into uncontaminated ground and run-off to existing stormwater drains and waterways. Use of bunds and plastic ground coverings should be used wherever practicable.

#### **15.4.2 Transport and Disposal Excavated Spoil & Waste Materials**

- a) The Industry Partner shall accurately record the volume of spoil and waste removed for disposal associated with an individual Task within South East Water's Works Management System.
- b) The Industry Partner will be responsible for recording the following information on South East Water's Works Management System when waste is deposited at their own hard stand locations, third party waste recycling, treatment or disposal facilities, or South East Water depots (if approved):
  - i. The location waste was deposited for storage, treatment or disposal;
  - ii. The volume or weight of waste;
  - iii. Likely contamination level/ category or type of waste, including EPA waste code if applicable;
  - iv. The time and date that the waste was deposited; and
  - v. The Task work order reference number/s (As per the Works Management System) which contributed to the total volume of waste generated.
- c) The Industry Partner must source their own EPA approved locations for disposal and temporary storage of spoil associated with Tasks ordered within the Agreement.



- d) During the collection and transport process, care must be taken by the Industry Partner to minimise contamination of spoil through the mixing of bituminous products such as cold mix or hot mix, green waste, concrete, and plastics with clean fill. The Industry Partner must demonstrate what precautions have been taken to minimise spoil contamination from these sources.
- e) For any contaminated or potentially contaminated spoil the Industry Partner must:
  - i. Undertake sampling and analysis by a NATA accredited laboratory in accordance with EPA Vic Publication IWRG 621,701 and 702
  - ii. Record results of sampling including the primary contaminant(s),
  - iii. Record EPA classification (if treated or disposed),
  - iv. Record volume details of treatment or disposal including transport, treatment / disposal location and date how it was managed.
- f) The Industry Partner must ensure the safe transport of materials to prevent escape or contamination and responsible for making sure:
  - i. Any materials classified as a reportable priority waste are transported by vehicles with an appropriate EPA permit; and
  - ii. Transporters of reportable priority waste must record information in EPA's Waste Tracker each time this type of waste changes hands.
- g) South East Water will conduct a reconciliation of the total volume of spoil disposed of by the Industry Partner to compare the volumes recorded under clause 15.4.2 b) of this section against each individual task where spoil is transported for disposal.
- h) South East Water will only pay for disposal of either: the total volume of spoil reported on Tasks, or the bulk spoil removed from the Industry Partner's hard stand area (including that disposed of directly from site), whichever is lesser. There will be no payment for spoil disposal which has been over-reported on the Works Management System.
- i) The Industry Partner must provide adequate evidence (e.g. weighbridge receipts, or evidence from another calibrated volumetric measurement capability) to support the volumes submitted for payment by South East Water.
- j) Uncontaminated hydro-excavated waste should be stored at the Industry Partner's hard-stand area until it has dried and can be disposed of with other spoil.
- k) Care must be taken by the Industry Partner to minimise contamination of spoil through the intermingling of bituminous products such as cold mix or hot mix, green waste, concrete, and plastics with clean fill. The Industry Partner must demonstrate what precautions have been taken to minimise spoil contamination from these sources.
- l) Green waste, paper and cardboard, recyclable plastics and metal should be stored separately for disposal to recycling facilities.
- m) Claims for reimbursement of slurry/waste disposal other than at a South East Water waste control facility must be submitted with a waste disposal docket. Claims submitted without the waste disposal dockets will not be paid by South East Water.



## **16. OTHER RESPONSIBILITIES OF THE INDUSTRY PARTNER**

### **16.1 Information Security**

The Agreement contains constraints and obligations regarding intellectual property, commercially sensitive information and personal information. Refer to the Agreement for important details.

### **16.2 Damage caused by the Industry Partner**

- a) The Industry Partner will be responsible for and must make good at its own cost any loss or damage to the property of South East Water caused by or contributed to by the negligence or otherwise of the Industry Partner, their servants, agents or employees. Any such damage must be reported to South East Water's Representative immediately.
- b) Wherever an existing material, equipment or facility is damaged by the Industry Partner, the cost of repair or replacement shall be charged to the Industry Partner. Items covered by this provision include, but are not limited to, curbs, sidewalks, lawns (to include scalped areas), plantings and trees, signs, down spouts, pipe works and marker posts.
- c) Injuries to any person and damage to South East Water's property or customers shall be reported immediately to South East Water's Representative. Any costs to remedy this damage or injury will be reimbursed by the Industry Partner.
- d) Repair work due to damages caused by the Industry Partner shall be coordinated through South East Water's Representative. Repairs shall be made with like materials in a manner acceptable to South East Water's Representative.
- e) The Industry Partner shall acquaint themselves with the location of utilities and other assets owned by parties other than South East Water, which may be encountered during, or be affected by, their work and shall be responsible for any damage caused by neglect to provide proper precautions or protection.

### **16.3 Customer Notifications for Noise and Light Disturbance**

- a) Where the Industry Partner can expect that there will be considerable amounts of noise or light disturbance during planned works, especially during Outside Hours, a notification letter should be dropped off to customers in the affected area. Costs for provision and delivery of such letters are deemed to be included in the rates applicable for the Task required, unless directed otherwise by South East Water's Representative.
- b) The Industry Partner is encouraged to engage with South East Water to explore potential use of digital notifications for this purpose.

### **16.4 Maintenance Partnership Meetings**

- a) A Maintenance Partnership shall be formed to monitor the maintenance services performed under this Agreement.

- b) The Maintenance Partnership will meet on a monthly and quarterly basis, or more frequently as required.
- c) The scope and members of monthly and quarterly meetings will be agreed, but members will include Senior Management of the Industry Partner including Contract Manager and Supervisors, South East Water Management, South East Water's Representative and the Contract Performance Manager. Other members from the Industry Partner and South East Water may be required on a need's basis.
- d) South East Water will confirm the parties required at the Maintenance Partnership meetings versus those at Operational Meetings.
- e) Items to be discussed at monthly and quarterly meetings will include, but not be limited to:
  - i. Safety Management Monthly Reports and Performance;
  - ii. Environmental Management Monthly Reports and Performance;
  - iii. Monthly and Year to Date Performance against KPIs;
  - iv. Performance League Table performance;
  - v. Finances, including monthly Invoice, resolution of Task payments in dispute, budgets, forecasts and planning;
  - vi. Resourcing;
  - vii. Summer Management Plan;
  - viii. Incident debriefs;
  - ix. Business Continuity;
  - x. Compliance issues and non-conformances;
  - xi. Scheduled and Planned Maintenance, planning and reallocation, completion against schedule;
  - xii. Efficiency opportunities, innovation and staff recognition initiatives; and
  - xiii. Matters of a Contractual nature generally.

## Specifications – Water

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# **Water and Sewer Maintenance Services Agreement**

## **Schedule 4 – Specifications**

### **Part 2: Water Civil**

Version	Issue date	Approved for issue Name / role / date of approval	Comment
1.0	25/8/21	Prerna Ramamurthy/Group Manager Maintenance/25/8/21	
2.0	25/03/22	Prerna Ramamurthy, Group Manager Maintenance	Clause 17 Inspection and Maintenance of Sample Taps, subclause 'e' has been amended; page numbering fixed.
3.0	09/02/23	Prerna Ramamurthy, Group Manager Maintenance	Clause 2.1 Training and Qualifications
4.0	12/12/22	Prerna Ramamurthy, Group Manager Maintenance	Main Reinstatements - Remove Clause 1.6.4. Changes to Clause 8.1 a), b) and, c). Add new Clause 8.11
5.0	21/04/23	Prerna Ramamurthy, Group Manager Maintenance	Clause 6.1c
6.0	13/11/23	Prerna Ramamurthy, Group Manager Maintenance	Schedule 4, Clause 18 Water Mains Cleaning Schedule 5, Schedule of Rates
7.0	09/10/24	Prerna Ramamurthy, Group Manager Maintenance	Clause 9.7.1 Stolen Meters
8.0	12/05/25	Prerna Ramamurthy, Group Manager Maintenance	Clause 11.4 and 11.5 Leak Detection

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# 1. GENERAL ITEMS

## 1.1 Glossary of defined terms

The glossary terms provided within the General Requirements applies to this document for consistency of interpretation of the Specification. Should a common term be defined differently in the glossary of both the Agreement and the Specification, the definition contained within the Agreement takes precedence.

## 1.2 Services Scope

- a) The Industry Partner will provide the Services in accordance with this Specification, relating to the water supply system owned by South East Water.
- b) The water supply system comprises all water storages, water mains and Property Service works and their associated fittings.
- c) Associated fittings include but are not necessarily limited to:
  - i. Valves;
  - ii. Hydrants;
  - iii. Bends;
  - iv. Tee pieces;
  - v. Flow meters;
  - vi. Meters and meter assemblies;
  - vii. Stop taps;
  - viii. Scours and air valves.
- d) Activities include:
  - i. Repair and replacement of burst and leaking water mains;
  - ii. Water main extension or abandonment;
  - iii. Maintenance, insertion, and removal of valves and hydrants;
  - iv. Tee piece insertion and replacement;
  - v. Construction, repair, and replacement of domestic water services;
  - vi. Temporary water supply pipes;
  - vii. Repair or replacement of stop taps;
  - viii. Repair or replacement of meter assemblies;
  - ix. Poor pressure investigation/rectification;
  - x. Water main cleaning and disinfecting;
  - xi. Water main shut downs;
  - xii. Leak detection;
  - xiii. Water reservoir tank cleaning;
  - xiv. Network support; and

- xv. Quality and assurance on completed tasks (i.e. preparation of As-Built information, pressure and water quality testing where required as per MRWA standards.
- e) The Industry Partner will be responsible for the removal of rubbish and debris associated with the Services.
- f) Services should focus on prioritising the use of trenchless technology, minimisation of network shutdowns, and limiting any associated customer impacts.
- g) This Specification also applies to South East Water's Class A and Class C recycled water network. Works undertaken on Class C recycled water assets must be undertaken by Sewer Civil vehicles, plants and equipment to prevent cross contamination.

### 1.3 Resources and Availability

- a) It is important that the Industry Partner correctly assesses the complexity of the Task and makes available the appropriate equipment and resourcing for allocation of the Task.
- b) The Industry Partner is expected to meet the response and rectification times for each Task as described in this Specification and according to the Priority Level assigned.
- c) The Industry Partner must have 24-hour availability of all equipment, labour and resources necessary for them to complete all obligations associated with this Agreement.
- d) Any delay in obtaining any of the above does not release the Industry Partner from their obligations to meet the response and rectification times for each Task.
- e) Rest breaks resulting from after-hours planned or unplanned works or call outs are not to be charged to South East Water.
- f) As workloads can peak during certain times of the year, the Industry Partner must have the capability to draw on resources to meet these peaks. To demonstrate how the Industry Partner proposes to meet these variable workloads an Escalation Plan must be produced and submitted to South East Water's Representative by October each year which explains how the plan will work and shows how any learnings have been incorporated into new versions of the plan.
- g) The Escalation Plan must explain how the Industry Partner will manage increased volumes of work and how the increased levels of work and additional resources used will not adversely impact: Industry Service Level agreements, customer satisfaction, fatigue management of staff, and contractual KPI's. It should also ensure that substantiating data and metrics are available and used for appropriate management of these critical peak periods including (but not limited to):
  - i. Backlog Reports
  - ii. Backlog History Reports
  - iii. Job volume analysis;
  - iv. Productivity reports.

### 1.4 Network Support Activities

- a) The Industry Partner may be required at any time to provide assistance to South East Water in performing functions of its business, for example: cleaning of water storages, shutdown of large water mains, asset alterations (restrictions, plumbing works), and network investigations or project work. Unless directed otherwise by a South East Water Representative, works of this nature shall be paid for under any associated UTA's (or UTA's where work is deemed to be of an equivalent nature), or as a Service Call.



- b) The Industry Partner may also be called on to provide assistance with activities that aren't covered within the definition of a Service Call or have no equivalent UTA (a Schedule to the Agreement). These Support Services will be paid at the applicable 'Hourly Rate' (a Schedule to the Agreement).
- c) In certain situations, South East Water's Representative may request this assistance be provided through a quoted works task.

## 1.5 Upper Total Allowance (UTA) Costs

- a) Given the lineal nature of pipe assets, for the purpose of clarification of which UTA 'location' will be applied, the length of repair which embodies the majority of the repair 'location' will be the UTA 'location' to be applied. For example, if more than 50% of the repair is within the road surface, the 'roadway' location UTA would apply.
- b) Similarly, for non-lineal assets, such as valves and hydrants, the area of repair which embodies the majority of the repair location will be the UTA 'location' that would apply.
- c) If in the event of conducting excavation works additional leaks are detected and require repair, South East Water may consider an additional repair UTA. However, the additional UTA will require the Industry Partner to contact South East Water's Representative and provide photographs clearly demonstrating the requirement for any additional excavation.

## 1.6 Risk Events

- a) During the course of performing works on the Water Network, the Industry Partner may encounter a number of events which can delay protract or add to the cost of the completion of a Task.
- b) The nominated risk events below are only applicable to those UTA's indicated in the matrix shown in Schedule 1 of the Agreement.
- c) Where there are no risk events nominated for an activity, all associated risks are deemed to be included in the Task UTA.
- d) Multiple risk events may be applicable to any allowable UTA, unless specified otherwise.
- e) The Industry Partner must provide explicit and detailed documentary evidence (photos and/or video, and written explanation) to the satisfaction of South East Water's Representative of why risk events have occurred, or to demonstrate their extent, before any payment will be made in addition to the applicable UTA.

### 1.6.1 Waiting on a 3<sup>rd</sup> Party

- a) An event where crew are waiting for a 3<sup>rd</sup> Party (with whom the Industry Partner does not have a contractual relationship, but with whom it may have a MoU or SLA as discussed below) may consist of the following types:
  - i. Electricity pole holding service by approved service providers selected by the Electricity Company's maintenance provider;
  - ii. Inspection by Council Arborist; and
  - iii. Tree removal by Council or property owner.
  - iv. Provision of permits for working in proximity to a third party's assets, which may include:

- a. The Westernport – Altona – Geelong (WAG) oil pipeline;
  - b. High pressure gas lines;
  - c. High voltage power cables;
  - d. Fibre optic telecommunication cables;
  - e. Melbourne Water pipelines; and
  - f. The Desalination Plant pipeline.
- b) Industry Partners must demonstrate how they intend to manage and control third party risk events on an ongoing basis. Examples of acceptable evidence include provision of a service level agreement (SLA), or a memorandum of agreement (MoU) between the Industry Partner and the 3<sup>rd</sup> Party for attendance on site within nominated agreed timeframes.
- c) The Industry Partner must ensure that the targets and KPI's set by South East Water are integral to timeframes agreed in any SLA or MoU's formed with a third party. A third party not meeting targets set under an SLA or MoU with the Industry Partner, does not release the Industry Partner from their obligations with South East Water to meet the response and rectification times for each Task.

### 1.6.2 Excessive Post Incident Clean Up

Following a burst event, significant quantities of spoil can be distributed down streets, footpaths, drains, and into customer's properties. The repair crew are required to undertake manual clean-up using brooms, shovels, and possibly street sweepers and high-pressure jetting wash down. A Risk Event of this nature will be triggered where debris and spoil present a clear safety hazard, or would require an efficient repair crew to spend greater than 2 hours cleaning up

- a) The Industry Partner must choose the most efficient, cost effective method of clean-up, and be aware that in some cases, a brief return visit may be required after parked vehicles have been moved. A return visit for additional clean up due to parked vehicles or overlooked areas will not trigger an additional risk event for clean-up.
- b) A Supervisor must attend site to verify the extent of clean up required beyond that already included in originating Task UTA, and document this on the works management system.

### 1.6.3 Hydro-excavation

- a) A hydro-excavation Risk Event can be triggered where the area is:
  - i. Congested with services or utilities belonging to a third party;
  - ii. Is inaccessible for mechanical excavation;
  - iii. Is saturated with water in ground that is not suitable for de-watering using pumps or spears;
  - iv. Is saturated with water and is causing the ground to subside, causing it to be inefficient or dangerous to remove with mechanical excavation, or
  - v. Where the asset is within the root zone of a tree.
- b) See Attachment 1 for further information regarding the decision process for use of hydro-excavation near tree-roots. In some cases, the Industry Partner may need to arrange its own Hydro-Excavation. A Supervisor must attend site to verify the requirement for hydro-excavation, and document reasons why hand digging, or mechanical excavation is not suitable on the works management system.



### 1.6.4 Clause Removed

### 1.6.5 De-watering

- a) A de-watering risk event is for the installation and operation of pumps and/or spears to lower the water table below the point of excavation in permeable soils.
- b) This Risk Event is triggered due to the ground being saturated with water, causing it to subside and be inefficient or dangerous to remove with mechanical excavation.
- c) A Supervisor must attend site to verify the requirement for de-watering, and document reasons why it is needed on the works management system.

### 1.6.6 Backflow Investigation

- a) This Risk Event is triggered by instances where water cannot be shut off due to a failed backflow device on a meter, a fire service, or an illegal connection and a crew member is required to investigate where this failed device is to enable a shutdown.
- b) A Supervisor must attend site to assist the investigation for any Risk Event of this nature taking longer than 1 hour.

### 1.6.7 3rd Party Asset Removal & Replacement

- a) During the course of excavation, the Industry Partner may encounter other authority or utility assets that need to be removed to effect repairs. This Risk Event is triggered where such assets are preventing repairs from being carried out safely or efficiently.
- b) Industry Partners must weigh up whether it is more efficient and effective (for cost purposes and to meet KPI targets) to install blank-ends to isolate the failed section of water main and return at a later date to carry out repairs under planned shutdown conditions, or to continue with repairs by removing the obstructing 3rd party services.
- c) A Supervisor must attend site to assess the obstruction and determine the best outcome for South East Water customers. This must be documented on the works management system.

### 1.6.8 Water Quality

- a) This Risk Event is applicable where dis-coloured or odorous water has been reported or is observed by the Industry Partner due to:
  - i. The presence of valves that have been inadvertently been left in a closed state by a 3rd party;
  - ii. A failure of a pump or PRV; or
  - iii. The introduction of contaminated water from a source supply.
- b) Water quality remediation works caused by incorrect charge-up or valves left closed by the Industry Partner are not deemed to be payable as a Risk Event.
- c) Works undertaken to resolve a water quality complaint should not exceed one hour. If further work is required to resolve the issue, this should be escalated to South East Water's Representative immediately by phone call. Email, text message, or voice-mail messages are not acceptable as methods of communicating that further works are required to resolve water quality complaints.

### 1.6.9 Critical Customer Management

- a) A crew member is required to liaise with a key customer where water is essential for their business or property (e.g. a School, Hospital or Aged Care facility) during a water supply interruption event.



- b) This event does not apply to installation of mobile water tankers, which is treated separately. This Risk Event is for actions over and above this requirement.

#### **1.6.10 Special Needs Customer Management**

- a) A crew member is required to liaise with a customer who is on dialysis treatment, or who has medical needs which require constant access to water supply during a water supply interruption event.
- b) This event does not apply to installation of mobile water tankers, which is treated separately. This Risk Event is for actions over and above this requirement.

#### **1.6.11 Difficult Terrain**

- a) For service repairs or renewals in areas with steep and/or rocky ground, or the area has large trees present which require diversion around and can make works very difficult. For example, some properties in the Belgrave or Upwey area.
- b) A Supervisor must attend site and assess the area and document reasons why additional time is required for the service repair or renewal.
- c) This Risk Event is not applicable to any asset other than a water service.

#### **1.6.12 Avoiding Foundations**

- a) Including, but not limited to, situations where the foundations of walls or brick fences obstruct a service repair or renewal, and chiselling, drilling, or deeper excavation is required to enable repair or a complete renewal from main to meter.

#### **1.6.13 Special Conditions for Saw-cutting**

- a) Where the concrete or bitumen surface requires a specialised road saw to be engaged to cut the paved surface and enable the minimum area to be removed for access to repair the failed asset.

#### **1.6.14 Restricted Access**

- a) Where the Industry Partner has attended site but cannot access the area where works have to be performed, due to a parked car or equipment that has been placed on top of the area and which cannot be moved by the Maintenance Crew, or access is required through locked gates if needed to access private property. Only one Risk Event for Restricted Access is payable per Task.
- b) If there is a documented requirement on the Task to contact a customer prior to attending site for access to a property and this does not occur, there will be no additional payment under this Risk Event.

#### **1.6.15 Insufficient Ground Cover**

- a) Insufficient ground cover is where a valve or hydrant has to be installed/replaced and there is insufficient cover for the new asset.
- b) A new location will need to be sought for the new valve or hydrant and the original location on the water main reinstated back into service.

#### **1.6.16 Valve Gap Make-up**

- a) A valve gap make-up is when a valve on a fire service is required to be replaced and the new valve is a smaller size (but of the same nominal diameter) and leaves a gap from the new valve to the existing fire service.

- b) Works are to be completed by a licenced plumber with provision of a Certificate of Compliance to the property owner if Victorian Building Authority (VBA) requirements for such conditions are met.

## 2. INDUSTRY PARTNER CAPABILITIES

### 2.1 Staff Training and Qualifications

- a) Specific training and qualifications that are required by the Industry Partner include, but are not limited to, the following:
  - i. Construction Induction Training;
  - ii. Manual Handling;
  - iii. Confined Space Entry, to be updated annually;
  - iv. Asbestos Awareness;
  - v. Radiation Hazard Awareness;
  - vi. Working at Heights;
  - vii. Trenching and Shoring;
  - viii. Melbourne Retail Water Agencies (MRWA) Sewerage Installation Quality Accreditation training for Sewer Pipe Laying;
  - ix. Industry specific water civil pipe laying course, if and when a suitable course or training is available
  - x. Electrical spotter training;
  - xi. Backhoe/excavator training; and
  - xii. Light Rigid to Multi Combination truck licence
- b) It is the responsibility of the Industry Partner to ensure staff have the requisite qualifications to undertake the specified activities, including familiarisation with and readily available access to the MRWA WSAA codes. South East Water will only provide training on South East Water specialist equipment.
- c) South East Water periodically reviews its safety approach and as such, South East Water's Representative may advise the Industry Partner of changes to the minimum training expectations. The Industry Partner may also apply a higher standard of minimum training required without direction.

### 2.2 Supervisor Roles and Responsibilities

- a) The Industry Partner's site supervisor roles are to be composed of experienced and suitably qualified personnel who exist to provide guidance to, and oversee, field crews in the delivery of allocated maintenance tasks. Supervisors should be aware of the range of challenges that can be encountered in the delivery of maintenance activities and must lead and motivate their team and delegate required tasks.
- b) The Supervisor should be the primary point of contact for technicians and field crews in assessing required methodologies to complete tasks and is expected to escalate matters as required and as stipulated in this specification to South East Water's Representative.



- c) Onsite responsibilities for supervisors include providing field guidance and supervision to teams during, but not limited to, the following range of activities:
  - i. Coordinating shutdowns;
  - ii. Work scheduling;
  - iii. Developing OCCPs for planned large or complex water main shutdowns;
  - iv. Conducting DBYD and coordination of locating other authorities' services;
  - v. Leak detection and tracing leaks into other authority networks (e.g. stormwater); and
  - vi. 3rd party property damage.

## 2.3 Management support services

Management support capabilities to be provided include, but are not be limited to:

- a) Attending meetings and provision of information and technical advice which supports: South East Water's Asset Management Planning processes, condition assessment, integration and improvement of scheduling and planning, Risk Assessments, and development and maintenance of technical standards and policies.
- b) 24/7 technical and engineering support to the Industry Partner's maintenance personnel, that is, experienced technical support and explanation for problem solving of field and maintenance related issues.
- c) Technical training of the Industry Partner's staff to maintain current best practice skills
- d) In accordance with the recognised principles of maintenance management, it is South East Water's intent to optimise Scheduled Maintenance activities with a view to obtaining a reduction in long term total maintenance costs.
- e) South East Water is currently embracing Reliability Best Practice Methodology. The Industry Partner is expected to work collaboratively with South East Water in this respect. This will include, but is not limited to:
  - i. Regular workshops where expertise will be leveraged from both South East Water and the Industry Partner to provide optimal outcomes for maintenance services
  - ii. New product training, improvement process workshops, etc., at the request of South East Water.
  - iii. Any such workshops that are attended by the Industry Partner's Supervisors / Managers are to be included as part of the Industry Partner's Management Services Fee.
- f) The Industry Partner's management team will be required to monitor the existing levels of Reactive, Planned, and Scheduled Maintenance work volumes together with diagnosing the faults and defects which occur, with a view to recommending actions where a modified maintenance approach will achieve lowest life-cycle costs.
- g) Costs for these management support services are to be provided for within the Management Services Fee.



## 3. Vehicles, Plant, Equipment and Materials

### 3.1 General

- a) The Industry Partner must provide suitably equipped and maintained vehicles, plant and equipment where applicable to meet the requirement for the services.
- b) Upon request, the Industry Partner must supply South East Water an up-to-date list of vehicles, equipment or plant, and how it will be sourced (e.g. in-house or external supplier). In respect of each supplier, it must provide a signed list of the equipment and plant that is available to the Industry Partner on a 24/7 basis. The list is to include specialised equipment (e.g. by-pass or high lift pumps), and not be limited to lights, road signage, fall from heights protection systems, mobile cranes, lifting equipment, confined space entry equipment (including rescue apparatus), etc. Routine vehicle, plant and equipment maintenance documentation is also to be presented to South East Water's Representative on request.
- c) Any delay in obtaining any of the services or equipment as set out in Section 3 of this Specification does not release the Industry Partner from their obligations to meet priorities set out in this Specification.

### 3.2 Vehicles

- a) The Industry Partner must have the ability to, in line with the priority set for the Task, provide the necessary vehicles to undertake the associated activity.
- b) These vehicles shall be equipped with the necessary equipment for undertaking activities as specified in Section 3.4 and be capable of holding enough pipe, parts, fittings and other stock to minimise return trips to the store for parts and fittings during repairs.
- c) Vehicles must have electronic signboards with active messaging capability to assist with traffic management site setup and awareness.
- d) Examples of other vehicles required include (but are not limited to):
  - i. Inspection vehicles such as a light truck or Ute which have fixed, directable lighting for night-time inspections;
  - ii. Maintenance trucks capable of towing a loaded excavator trailer or pipe trailer; and
  - iii. Maintenance trucks with hydro-excavation capability.

### 3.3 Plant

- a) The Industry Partner must have the ability to provide, in line with the priority set for the Task, the necessary plant to undertake the activity. For example, such plant includes, but is not limited to the following:
  - i. Excavators;
  - ii. Bobcats;
  - iii. Tip trucks;

- iv. Specialised repair trucks;
  - v. Hydro-excavation units (of appropriate size);
  - vi. Generators;
  - vii. Portable field lighting trailers; and
  - viii. Portable toilets, ablution blocks and site sheds.
- b) Plant rates are fixed regardless of where the Industry Partner has sourced plant from (e.g. if plant fails or is not owned and hire equipment is used).

### 3.4 Equipment

- a) The Industry Partner must have the ability to provide, in line with the priority set for the Task, the necessary equipment. For example, such equipment includes, but is not limited to the following items:
- i. Rock drills with extended drill bits for location of water leaks;
  - ii. Electronic listening sticks, or similar leak detection equipment;
  - iii. Pipe tracing units;
  - iv. Electrical conductivity (EC) pens for water testing;
  - v. Nephelometric Turbidity Units;
  - vi. Metal detectors or locaters;
  - vii. Lifting tools;
  - viii. Hand-held battery powered valve actuators;
  - ix. Podgy bars;
  - x. Torsion wrenches;
  - xi. Socket sets;
  - xii. Lead joint 'knocking-up' repair sets, or caulking irons;
  - xiii. Demolition saws;
  - xiv. Angle grinders;
  - xv. Specialised tools for cutting asbestos pipes;
  - xvi. AC disposal bags;
  - xvii. Common hand-held tools such as screwdrivers, hammers, hand saws, etc.;
  - xviii. Ground support shields and associated lifting equipment;
  - xix. Working at heights protection barriers, guard rails and gantries;
  - xx. Davit arms or arachnoids; and
  - xxi. Portable lights for night works.
- b) The costs for supply of equipment are deemed to be included in the relevant UTA (where applicable) regardless of where the Industry Partner has sourced equipment from (e.g. if equipment fails, or is not owned, and hire equipment is used).



## 4. Water Supply Network Shutdowns

### 4.1 General

Water main shut down events are recorded in the Works Management System as a Water Service Interruption (WSI) record.

- a) Shutdown of the water supply system should be avoided where possible. Where it cannot be avoided, the Industry Partner must co-ordinate the shutdown of mains to minimise the number of customers interrupted and prevent water quality complaints.
- b) Where a shutdown impacts more than 200 customers, or multiple critical or special needs customers, South East Water's Representative must be informed prior to the shutdown being implemented.
- c) Where the duration of an unplanned shutdown is forecast to exceed 5 hours, the Industry Partner's Supervisor must immediately inform South East Water's Representative and explain the reason for the duration of the shutdown, and what is taking place to restore supply to customers in a timely manner.
- d) Any shutdowns that exceed 5 hours will require a report to be produced by the appropriate Supervisor explaining why the works window was exceeded, and what is required to prevent it from happening again for future works. This report must be included in the task story or attached to the awarded task as a separate document.
- e) Where non-urgent maintenance works (priority 6-10) will necessitate an interruption to water supply to key and/or critical commercial and/or industrial customers the Industry Partner must schedule the works so as to cause the least inconvenience to these customers.
- f) The requirement to minimise inconvenience to key and/or critical users may require the non-urgent (priority 6-10) maintenance service to be performed by the Industry Partner outside normal working hours, or at a time as directed by South East Water's representative.
- g) Shutdowns are classified as either planned or unplanned and have a considerable number of regulatory and business KPI's associated with them, including: measurement of duration of water supply interruption, frequency of interruptions to water supply, time of day they occur, and the number of customers affected. A Schedule to the Agreement).
- h) The Industry Partner is to minimise shutdowns starting or finishing during peak usage times. Peak usage times for the water network are deemed to be between 5:00am to 9:00am, and 5:00pm to 10:00pm.

### 4.2 Training

- a) Poorly managed shutdown and recharge of the water network can result in pipe failure, water quality complaints, and introduce leaks into other parts of the system. Transient pressure surge can occur as a result of inappropriate valve or hydrant operation. The potential for structural damage to the pipe network resulting in increased leakage and/or burst mains is significant.
- b) South East Water training requirements for Industry Partner's therefore includes, but is not limited to:



- i. Industry Partners are required to participate in any training offered by South East Water to educate staff on the appropriate methods of operating valves and hydrants.
- ii. Contract staff new to the industry, or experienced crews new to working on the South East Water network, are also required to be trained by experienced Industry Partner staff members in the appropriate tools to use, methods of repair allowed, and the operation of valves and hydrants on the South East Water network prior to being assigned Tasks for activities under this contract.
- iii. South East Water is working towards developing an accreditation for safe operation of the water network. Industry Partners will be expected to undertake any necessary associated training to attain and hold this accreditation for the duration of the contract. Periodic refresher training may be required.

## 4.3 Shutdown Notification Requirements & Impact Management

### 4.3.1 Unplanned Shutdowns

- a) South East Water will digitally notify affected customers of any unplanned emergency shutdowns via SMS or e-mail. The Industry Partner must contact the Communications Centre at least 15 minutes prior to shutting off any valves, so digital notification can take place. This enables customers to obtain some water before the shutoff occurs and minimises the need for them to approach the Industry Partner to find out what is happening.
- b) Any emergency work that can't be completed due to extenuating circumstances (e.g. a tree is preventing access to the repair site and the failure point can be bypassed) can be programmed for a future planned shutdown and will comply with clauses contained within Section 5.1.

### 4.3.2 Planned Shutdowns

- a) The Industry Partner must provide all customers affected by a planned interruption at least two working days (forty-eight hours) written notice, advising them of the time of the withdrawal of supply, alternative supply arrangements, and a 24-hour contact telephone number.
- b) Notification is not required where pressure is impacted (to a minimum of 20m head measured at the meter assembly) but supply is maintained.
- c) Shutoffs with critical customers may require longer notification periods (refer to Section 5.1).
- d) Tasks where shutoffs affect greater than 200 customers should have line stoppers or provision of a mobile water tanker considered as part of the approach.
- e) South East Water will digitally notify affected customers of any planned shutdowns via SMS or e-mail. The Industry Partner must contact the Communications Centre at least 15 minutes prior to shutting off any valves, so digital notification can take place.
- f) If a planned shutdown is cancelled, the Communications Centre must be contacted so that a cancellation digital notification can be issued.
- g) Where a planned shutdown is required, a Task will be awarded to the Industry Partner at least four working days prior to undertaking the shutdown.
- h) During the delivery of written notifications, the Industry Partner must identify that any valves required to be operated to perform the shutdown are accessible and operable and



note any special requirements on the awarded Task e.g., traffic management required, parking bay required to be blocked off etc.

Where there are valves deemed to be at risk of not being able to be used during the shutdown, then the next valve(s) beyond this point required for isolation should also be checked for operability and accessibility. The Industry Partner must escalate situations such as these to the South East Water representative to discuss whether an extended notification area is required, or alternatively, further works are required prior to the planned activity to prevent an extended shutoff.

Costs associated with delays or cancellation of tasks due to improper or insufficient initial assessment will not be considered for reimbursement. Costs associated with such investigation and liaison requirements are deemed to be included in the UTA for the activity taking place.

- i) Customers who experience financial loss due to lack of notification by the Industry Partner may be required to be compensated by South East Water. Where such compensation is payable, South East Water will recover costs from the Industry Partner for each event.
- j) Industry Partners should pay particular attention to identifying where the service pipe is located for corner properties as these may not be represented accurately on the GIS. Service pipes should also be checked/traced to identify and verify which main the property is supplied from where there is more than one water main adjacent to that being shut down.

## 4.4 Trial Shutdowns

- a) Trial shutdowns may be required for works on large mains (300mm and above) or when large users or critical customers are within a shutoff block.
- b) For a trial shutdown, the Industry Partner will be asked to provide a quote for the works. Direction will be provided by South East Water's Network Operations Control Centre to assist with this activity.

## 4.5 Water Main Shutdown Activities

- a) Water Supply Shutdowns can be required to support a Task of a Reactive, Planned or Scheduled Maintenance nature. Where an Activity requires a shutdown of the water network, performance of that shutdown (including associated costs) is deemed to be part of that Activity and associated UTA's.
- b) All shutdowns must follow the notification requirements as outlined in Section 4.3.
- c) An Operational Change Control Plan (OCCP) template will be provided to the Industry Partner to complete for mains  $\geq 225$ mm diameter. This document specifies requirements for isolation and recharge and must be followed by the crew onsite.
- d) The main must be shut down in such a way as to avoid reversing or increasing flows. Unless advised otherwise by a South East Water representative, this will be achieved through shutting the surrounding streets first, starting with the smaller diameter mains, and then the main supply to the isolated section last. Adjacent water mains which do not backfeed the area (e.g. dead ends) must also be isolated through valve closures to minimise the amount of water wasted.
- e) The Industry Partner must have a documented system and process for the crew to record which valves have been operated during shutdown activities. The process must also allow for crew changeover and ensure a seamless transition of this information from one crew to the next. This record must be attached to the Works Management System at

the completion of the shutdown. Periodic audits of valves that have been operated on the network will be undertaken. Any that are found not returned to their correct state may result in a non-conformance being issued to the Industry Partner.

- f) Approval and specific instruction (which may be by email, by phone or in person) from South East Water's Representative must be gained prior to the shutdown of water mains  $\geq 225\text{mm}$ . Consistent with Section 4.1, South East Water may direct the shutdown to be conducted during low demand periods.
- g) The Industry Partner must not allow foreign water to be drawn into a live water main. To prevent contamination of the water supply during repairs, positive water pressure in the main should be maintained where possible and when safe to do so. The valves can be throttled back so a minimal flow is achieved. The repair shaft or trench must be excavated below pipe invert depth (enough to pass a fist underneath the pipe) and pumps used to remove water from the excavation.
- h) There are a number of valves within the water supply network that are kept in a closed state or operate in a single direction, e.g., valves used at distribution zone boundaries, and non-return valves. Approval from South East Water's Representative must be gained prior to changing the state of these valves. These valves are identified on the GIS.
- i) Any valve found to be in a state different than that indicated on the GIS must not be operated and should be escalated to South East Water's Representative for direction.
- j) The Industry Partner will also be required to undertake planned shutdowns for work by others e.g. for new water main connections, housing estate subdivision link ups, minor works contractors, or major construction projects. South East Water's Representative will provide the Industry Partner with the location, requested time, and the contacts associated with the shutdown request.

In order to minimise the number of interruptions experienced by customers, for subdivisional connections and link-ups, the co-ordination of the shutdown is to maximise the number of link-ups with the minimum number of shutdowns, without exceeding the duration of the notified period.

Payment will be made within the applicable UTA for 'Planned Water Main Shutdowns for Others' (a Schedule to the Agreement).

- k) It is expected that the Industry Partner identify and undertake any peripheral works that can be carried out concurrently with the planned shutdown (e.g. repair of leaking hydrants, valves etc.) without causing the window for the notified works to be breached.
- l) The Industry Partner must ensure that the Communications Centre is kept updated of the job status, including:
  - i. Any proposed changes to estimated time for return of water supply;
  - ii. Where there is potential for unplanned interruptions to exceed 5 hours;
  - iii. Where planned interruptions are likely to exceed the planned works notification period; and
  - iv. Where planned interruptions are going to start earlier than the notified start time.
- m) Water is deemed to be 'off' when a flow of water is lost at the high point of the shutdown area or if a Customer contact has been recorded into the Communications Centre enquiring about having lost water supply.
- n) Water is deemed to be 'on' when a flow of water is achieved at the high point of the shutdown area being recharged. With the introduction of digital meters and IoT devices



into the network, data may be available to be used to verify field records and to provide a more accurate reflection of the water supply interruption event.

- o) Where a customer has advised of a supply interruption and there is no record of a WSI, a WSI will be added in the Works Management System and will commence from the time of the customer call. The WSI will be determined to have ended based on the earliest record of On-Site Service OK, Work Complete or when confirmed onsite by the Industry Partner.

## 4.6 Recharging of Water Mains

- a) The Industry Partner is responsible for recharging the system after the shutdown. Subject to clause 4.5 h) the Industry Partner must ensure that all operational settings of the network are reinstated to the same state prior to commencement of works, unless otherwise advised by South East Water's Representative.
- b) Where possible, all mains must be charged to the highest point of the impacted area. Customer's front garden taps should not be used for charging up where a hydrant is not present or cannot be found at a high point. Crews are to escalate such scenarios to their Supervisor for direction.
- c) Specific instruction (which may be by email, by phone or in person) from South East Water's Representative must be gained prior to the recharge of water mains  $\geq 225\text{mm}$ . Such instruction may be provided at the same time as the instruction provided in accordance with clause 4.5 f).
- d) Recharging of water mains can result in a number of water quality issues such dirty water due to scouring of the main, or white-water due to rapid recharge of mains or failure to recharge to the high point. The main must be flushed at a minimum velocity of 1m/s to replacing at least 3 pipe volumes to ensure the water has turned over. The Industry Partner must make all reasonable effort to prevent water quality issues. Water quality issues can only be rectified through flushing of the mains.
- e) On completion of recharge activities, the Industry Partner must test all dead ends for dirty or white-water. The Industry Partner must take photos of water quality in a white bucket and attach the photos to the Works Management System Job after the main has been charged and flushed.
- f) Where South East Water's Representative determines that the Industry Partner has caused water quality complaints associated with recharging of water mains, the Industry Partner will be liable for all costs incurred addressing those complaints.
- g) A Task will not be regarded as having achieved Completion until the network has been restored to its state prior to starting the Task (including but not limited to settings of valves and switches), except to the extent that the purpose of the Task required the state to be altered permanently. If the Industry Partner believes the resultant settings are inconsistent with South East Water asset information (e.g. GIS, Works Management System), it should escalate the matter immediately to South East Water's Representative for direction as to the status in which the valve, switch or similar is to be left on completion of the Task.
- h) If, at any time, there is a suspicion that a backflow event is occurring through a property within the area, it must be escalated to South East Water immediately and an Action Request created in the Works Management System for further investigation. Likewise, if there is a suspected contamination from any other source, it must also be escalated to South East Water immediately for further investigation.



## 5. Water Supply Continuity

### 5.1 Continuity of Water Supply to Critical or Special Needs Customers

- a) South East Water's Representative will provide the Industry Partner with names and the addresses of Critical or Special Needs Customers (including customers on Dialysis machines) connected to the water supply system within the Service Area.
- b) For planned shutdowns affecting the supply to these Customers, the Industry Partner must consult with them at least 7 days in advance, to choose a shut down time which is convenient to both parties and where practical, make temporary alternative supply arrangements.
- c) In an emergency situation requiring the shutdown of supply to a Critical or Special Needs customer the Industry Partner must, where circumstances permit, notify these customers of impending interruption to their supply, and where practical, must immediately make alternative supply arrangements which satisfy the water supply needs of the customer. The Industry Partner must immediately notify South East Water's Representative of all instances where a Critical or Special Needs Customer is affected. The Industry Partner must immediately notify South East Water's Representative of all instances where an alternative supply cannot be provided.
- d) Where an alternative supply is required and circumstances permit, the Industry Partner must arrange an alternative supply by temporary means (e.g. hose, mini tanker) from supply points outside of the shutdown area.
- e) For works of an emergency nature, supply of water to Critical or Special Needs Customers nominated by South East Water's Representative will be deemed to be included within the appropriate UTA for 'Repair of Burst Main' (a Schedule to the Agreement).
- f) For a planned works task, payment for alternative supply of water to Key or Critical Customers will be paid for within the appropriate UTA for 'Temporary Supply' (a Schedule to the Agreement).

### 5.2 Use of Alternative Supplies of Water

- a) The Industry Partner must not take water from a metered service or a private trunk service. Alternative supplies of water should be sourced from a hydrant. Where supply from a hydrant is not available or is unsuitable, alternative supplies of water may be sourced from an unmetered service. The Industry Partner must seek approval from South East Water's Representative prior to sourcing an alternative supply from a neighbouring property. The Industry Partner must notify the property owner from whom the alternative supply is sought.
- b) For all Water Supply Shutdowns, the Industry Partner is to provide a foot pedal operated hydrant for customers impacted by the Shutdown to access the water supply system. The foot pedal operated hydrant location is to be immediately adjacent to the Shutdown area and the location is to be accurately noted with the nearest address within the Works Management System WSI record.



- c) South East Water's Representative is to be advised where an excessive quantity (i.e., >50KL) of water is being supplied by an alternative source or the use of an alternative supply is to be for an extended period (e.g., greater than two weeks).
- d) The Industry Partner must note the following requirements that are applicable during the COVID pandemic:
  - i. The Industry Partner operating a foot pedal operated hydrant must follow South East Water guidelines 'BS2834 Working in occupied homes, buildings and in close proximity to persons Personal Protective Equipment & Clothes (PPE&C) and Decontamination Requirements'.
  - ii. Clause 5.2 d) is valid until all physical distancing restrictions have been lifted following any directive and guidance by Department of Health.

### 5.3 Supply of Mobile Water Tankers

- a) Mobile water tankers, which will be supplied by the Industry Partner, must be used to provide an alternate source of supply to critical or commercial customers during times of mains supply interruption. Mobile units must be allocated to the highest priority site as determined by South East Water's Representative. The use of the units will be solely at the discretion of South East Water's Representative and will not be necessarily used as an alternative supply to normal domestic customers.
- b) The Industry Partner must develop procedures under its specific Quality Plan to ensure the quality of water delivered to the customers using the mobile tankers is safe for human consumption and generally meets the standards of potable water delivered by South East Water. The mobile tankers must be cleaned and disinfected on a regular basis. Water Quality must be sampled for microbiological contamination at least every 6 months, as validation that the cleaning and disinfection is effective. These records must be provided to South East Water's Representative upon request.
- c) Payment for the provision of the unit, transporting the unit, connecting and disconnecting the unit to the customer's water service and monitoring of the unit will be paid within the appropriate UTA for 'Temporary Supply' ( a Schedule to the Agreement).
- d) Where the unit remains on a particular site for greater than one day, any additional work undertaken on the second or subsequent days is to be paid at the applicable 'Hourly/Daily Cost Rates' ( a Schedule to the Agreement).
- e) Where the mobile tanker is used for emergency works such as a burst main and has been approved by South East Water's Representative, the cost of the mobile tanker is deemed to be included within the appropriate UTA for 'Repair to Burst Main' ( a Schedule to the Agreement).

### 5.4 Poor Pressure

- a) The Industry Partner must, when requested by South East Water's Representative, investigate poor pressure complaints on general services up to and including sizes of 50mm diameter. Poor pressure complaints can be a result of perceived pressure and flow being too low, or too high.
- b) In undertaking an investigation, the Industry Partner must assess property service pressure and flow characteristics with calibrated and fit for purpose equipment against design pressure and flow performance and record the outcome in the Works Management System.



- c) If the water meter is identified as the source of the problem, it is to be replaced as part of the investigation.
- d) The UTA relevant to this Activity is 'Poor Pressure Investigation' ( a Schedule to the Agreement).
- e) Additional remedial works may be required including clearing of a blocked ferrule, replacing a section of damaged service, etc. South East Water's Representative may authorise these works to proceed in discussion with the Industry Partner. Payment for a blocked ferrule clearance will be paid within the appropriate UTA for 'Poor Pressure Ferrule Clearance' and payment for repairs to a defective service will be paid within the appropriate UTA for 'Repair of defective Service' ( a Schedule to the Agreement).
- f) Where a blocked ferrule clearance is cleared or a defective service is identified and repaired in conjunction with a pressure investigation (i.e., as part of the same Task), the UTA for 'Poor Pressure Investigation' will not be paid.

## 6. Water Quality

### 6.1 Flushing of Water Mains and Water Quality Complaints

- a) The Industry Partner may be requested to investigate specific water quality problems in South East Water's water supply system. Investigation and resolution of these complaints may require discussion with South East Water's Water Quality staff as part of the work.
- b) A maximum of 1 hour of on-site flushing is required irrespective of the number of hydrants utilised or the number of personnel allocated to the job by the Industry Partner and will be paid within the appropriate UTA for 'Flushing' (a Schedule to the Agreement).
- c) If following 1 hour of on-site flushing, the Industry Partner is unable to rectify water quality issues, the Industry Partner is to contact South East Water's representative for instruction. Any additional time spent on flushing only (no allowance for travelling time is to be considered) will be paid at the applicable 'Hourly Rates' (Refer a Schedule to the Agreement) where costs exceed the combined value of the originating task UTA and a flushing Risk Event.
- d) If a flushing program has been nominated, measurement will be based on crew hours and payment made at the applicable 'Hourly Rates' (a Schedule to the Agreement).
- e) Where no flushing is undertaken, payment for attending and assessing the complaint will be made as a 'Service Call' (a Schedule to the Agreement). In these circumstances, the Industry Partner must take photos of water quality in a white bucket or by using a calibrated Nephelometer and attach the photos to the Works Management System task.
- f) Separate payment will not be made for flushing water mains which are part of a repair or modification activity described in other clauses in this specification.
- g) On completion of flushing activities, the Industry Partner must test all dead ends for dirty or white-water. The Industry Partner must take photos of water quality in a white bucket or by using a calibrated Nephelometer and attach the photos to the Works Management System task after the main has been charged and flushed.
- h) All new mains or repairs  $\geq 100\text{mm}$  in diameter and  $> 15\text{m}$  in length must be swabbed to remove any foreign material.

- i) Swabbing must be carried out in accordance with clause 18 of the MRWA Edition WSA03-2011 – 3.1 and drawing MRWA-W-308.
- j) All mains, including those that are swabbed and mains that are less than 100mm diameter (typically 40mm, 50mm, or 63mm) must be flushed at high flow (at least 10 l/s) for a minimum of 5 minutes for every 100m of main.
- k) Mains  $\geq 225$ mm diameter must be disinfected after swabbing as per method described in MRWA Water Quality Compliance Specifications.
- l) Water quality sampling must be carried out for all new mains. This is to be arranged in conjunction with South East Water's representative. Dispensation may be granted for new main sections < 25m. The water samples must be tested by an independent NATA accredited laboratory for physical, chemical and microbiological parameters specified in the MRWA Water Quality Compliance Specification.

## 6.2 Contamination

- a) The Industry Partner must ensure that during maintenance and repair of the water supply system, no foreign liquid or substance (i.e. ground water) is able to enter the system. The system must be kept pressurised until ground water and other sources of contamination are controlled.
- b) Parts and fittings to be used in repairs are to be kept clean of any dirt or other contaminants.
- c) PE pipe materials and fittings must not be used in areas marked as having contaminated ground on South East Water's GIS, or via a hazard notification.
- d) Tools and equipment used for repairs on the Sewer network or the Class C Recycled Water network are not permitted to be used on potable water mains and services.
- e) Where the Industry Partner believes that a contamination of the system has occurred, the Industry Partner must immediately take steps to isolate that section of the system and notify South East Water's Representative immediately.
- f) Any additional work that is required to ensure the system is free of contamination is to be borne by the Industry Partner.

# 7. Customer Restrictions, Defects and Interruption Records

## 7.1 Restrictions

- a) Requests for restriction of water supply to customers' properties could include restrictions at the meter, restriction at ferrule and/or support services for South East Water restriction team.
- b) Payment for restriction of water supply conducted at the meter assembly will be made as a Service Call ( a Schedule to the Agreement).
- c) The UTA relevant for restriction of water supply conducted at the ferrule is 'Poor Pressure Investigation' (a Schedule to the Agreement).



- d) Payment for performing tasks requested by South East Water's restriction team, in addition to the above, and not covered elsewhere within the Agreement, will be made as per Section 1.4 of this specification.

## 7.2 Issuing of Defect Notice

- a) The Industry Partner must issue a Defect Notice to the property owner on completion of an investigation where the property owner is responsible for the leaking service pipe, fire service or private main.
- b) The Industry Partner is to advise the property owner of the extent of the property owner's and South East Water's responsibilities in relation to the repair in accordance with the Water Metering and Servicing Guidelines. If the property owner is not satisfied with the Industry Partner's advice, the Industry Partner must refer the matter to South East Water's Representative for decision.
- c) The Industry Partner will develop work procedures in conjunction with South East Water's Representative for managing the issuance of Defect Notices.
- d) Payment for this activity will be made as a 'Service Call'.
- e) South East Water's Representative may require the Industry Partner to carry out excavation works to confirm the location of a leak on a fire service. Where the repair of the leak is found to be the responsibility of the property owner, the Industry Partner is to issue a Defect Notice. Payment for the activity will be made under the appropriate UTA for 'Repair of Leaking Valve' ( a Schedule to the Agreement).

## 7.3 Water service interruption records

- a) In cases where supply to part of the potable or recycled water network must be shut down to perform a repair or alteration, a record of the event must be created immediately in the Works Management System. This information supports call management in the Communications Centre, and processes such as ESC reporting and customer GSL payments.
- b) In the case of planned service interruptions, the record is created via a Works Management System Office Terminal and activated and closed via a Works Management System Field Terminal, while for emergency service interruptions, the record is created, activated, and closed from the field.
- c) Key information in a Water Service Interruption record includes planned start and end date/times, actual end date/times, a list of properties affected, starting asset ID, a list of "through" valves, current status, (planned/active/closed) and alternative water supply information. The property list, starting asset ID, and through valve list is generated via a special function in the GIS and retrieved by the Works Management System.

# 8. Repair of Burst or Leaking Water Mains

## 8.1 General

- a) Where consequential damage from a burst or leaking main can be attributed to the failure of the Industry Partner to respond within the compliance time and/or is a consequence of poor workmanship (i.e. the quality of work has not met the expected standard), the



Industry Partner may be responsible for part, or all of the consequential damage repair cost as directed by South East Water's Representative.

- b) Where another Authority or utility is required to undertake works (e.g. pole holding/staying, relocation of gas mains, telecom conduits, etc.) to enable the Industry Partner to undertake a Task, then South East Water will reimburse the Industry Partner for costs incurred for provision of service by that Authority or Utility. These costs are to be passed through to South East Water without overhead or profit margins applied. This clause does not apply where damage to other utilities assets was caused by the Industry Partner; in these cases, the Industry Partner is to fully meet the cost of other Authority/Utility works. Hydro-excavation undertaken by Council due to tree roots is also excluded from this provision.
- c) Subclause deleted refer Clause 8.11
- d) Any temporary supply systems or bypass arrangements erected to provide water to customers around a blank-ended water main must be inspected on a weekly basis to ensure they are not posing a hazard to the public. Inspections must be recorded on the Works Management System.
- e) Where the cause of a burst or leaking water main has been identified by South East Water's Representative as being a result of the recharging of a prior shutdown, the repair of the burst or leaking water main will be at no cost to South East Water.
- f) Water mains with a diameter greater than 300 mm will be repaired at 'Hourly Rates' ( a Schedule to the Agreement). The Industry Partner must provide a Supervisor to be on site during repairs and immediately notify South East Water of the repair work. The Supervisor is to be a person nominated in the Management Services Fee and is not to appear as a costed labour resource on the task. They may be added to the resource list as a zero-cost resource for tracking of on-site/off-site times.
- g) No additional claims for oversized thrust blocking, quarry products, topsoil, or consequential damage to surrounding areas (e.g. removal of additional bitumen or concrete) will be considered outside of the agreed UTA costs.

## 8.2 Line Stoppers

- a) The Industry Partner must provide in-house resources for the installation of MRWA/South East Water approved line stoppers on mains up to and including 300mm diameter.
- b) Line stoppers required for pipes of sizes larger than 300mm diameter are deemed to be specialised equipment and require a Specialist Services Provider to install.
- c) Line stoppers are required to meet a minimum Class 16 pressure rating.

## 8.3 Burst Water Mains

- a) A burst water main is where a section of a pipe or fitting has failed, enabling water to escape freely such that the supply to customers is less than the Customer Charter requires or creates a hazard to the public or property. Note that for the purposes of payment, a blown tapping saddle is to be treated as a burst main.
- b) The Industry Partner must attend to the immediate and basic needs of customers who have experienced property damage or have suffered other inconveniences resulting from the burst main;

- c) Where major damage to property, or major or prolonged inconvenience to a customer has been caused by a burst main, the Industry Partner must immediately refer the matter to South East Water's Representative for direction.
- d) Any replacement of a tapping saddle, ferrule and service pipe as a result of the burst main or repair work is included within the appropriate UTA for 'Repair of Burst Water Main' (a Schedule to the Agreement).
- e) Stainless steel repair clamps are not to be used to repair splits on PVC or PE pipe. Where the split is small then a minimum section of 1 meter of pipeline is to be replaced.
- f) The repair of the burst water mains must be done in accordance with MRWA and WSAA construction methodology of water mains.

## 8.4 Leaking Water Mains

- a) A leaking water main is generally defined as water leaking from a pipe or fitting which can be repaired without replacing the pipe or fitting.
- b) Leaking mains may include, but are not limited to repairs made by:
  - i. 'Knocking up' lead joints;
  - ii. Replacement of bolts or flanges; and
  - iii. Tightening of gibbaults and bolts.
- c) Payment will be made within the appropriate UTA for 'Repair of Leaking Water Main' ( a Schedule to the Agreement).
- d) Any shutdown to repair a leaking main is included within the UTA for 'Repair of Leaking Water Main' (a Schedule to the Agreement).

## 8.5 Transport of Large Diameter Pipes

- a) The Industry Partner must have access to specialised transportation (e.g. a customised trailer for pipe transport) for large pipes greater than 225mm diameter.
- b) Costs associated with the transport of pipes of up to and including 300mm diameter are deemed to be included within the UTA associated for that activity.
- c) For the transport of pipes of greater than 300mm diameter, the Hourly Rate will be applicable for any pipe trailer usage (a Schedule to the Agreement).

## 8.6 Washouts in Court/Cul De Sac Locations

Repair works on washouts at the end of court bowls, cul de sac's or dead end streets are to be costed under the UTA for 'Repair of Domestic Service (below ground)' at the appropriate size category and depth range ( a Schedule to the Agreement).

## 8.7 Repair of leaking Private Water Mains

- a) South East Water has an obligation to thoroughly investigate any leak reported, the cause of which may be found to be a Private Water Main.
- b) South East Water is not responsible for the maintenance of private water mains.
- c) Where a leak has been identified on a Private Water Main and the owner of any such private water main is known, a Defect Notice must be issued to the owner in accordance with Section 7.2.



- d) Where the owner cannot be identified, the Industry Partner is to contact South East Water's Representative for direction. Where the private main has burst and there is likelihood of damage to property or the public, the service is to be shut down and South East Water's Representative advised.
- e) If, upon the direction of South East Water's Representative, the Industry Partner is directed to repair a burst private water main, the repair work will be paid under the relevant UTA for a burst or leaking main (a Schedule to the Agreement).
- f) South East Water is only responsible for the ferrule on South East Water's water main, and at the property - the Stop Tap, Meter and meter inlet and outlet nuts. All other pipe work and fittings are the owner's responsibility.
- g) No repairs are to be performed on a Private Water Main or private service without seeking authorisation from South East Water's Representative. Costs incurred in the repair of private water mains or private services without authorisation from a South East Water Representative are to be borne by the Industry Partner.

## 8.8 Working with PE Pipelines

- a) Use of electrofusion or butt-welding on polyethylene (PE) material pipes is not considered to be a specialised capability or service. Use of WSAA or South East Water approved mechanical couplings designed specifically for PE material is permitted.
- b) The Industry Partner should have the appropriate accreditation and training to undertake electro-fusion and butt-welding as required. Refer to drawing MRWA-W-103 for PE joint requirements and South East Water preferences.
- c) PE pipelines and fittings must not be used in any area that has contaminated ground as defined in South East Water's GIS, or via any hazard notification.

## 8.9 Working with Mild Steel Pipelines

### 8.9.1 Welding

- a) Welders experienced with working under live water main conditions and in proximity to lead joints are required to weld plates, drum bands, etc. as required to repair failures on mild steel mains. Correct sized drum bands should be available on site when the welder attends to enable job completion.
- b) Drum bands are to be used in preference over the use of welded steel rings for repairs on mild steel mains with lead joints.
- c) Whenever a section of mild steel is removed and replaced with a non-metallic pipe, bonding straps must be installed to provide continuity of electrical conductivity.
- d) Welding of sockets over perforation pegs is not permitted. Steel plates formed to the circumference of the pipe must be used and sized to cover the entire corroded area.

### 8.9.2 Cathodic Protection

- a) When repairs are completed on a mild steel (or GWI) main, corrosion protection must be provided either through wrapping, bituminous coating, and/or the installation of sacrificial anodes.
- b) Anodes are to be installed as per MRWA Standards and drawing "WAT-1410-M – Steel Main Cathodic Protection Systems – Part Construction Electrolysis Test Point Connection" and are to be no closer than 4m to any adjacent anode.



### 8.9.3 Coatings

- a) Special coatings are used on mild steel mains to prevent corrosion. Some of these coatings used on pipes in the network may contain asbestos material. Industry Partners must have the capability to identify and to test coatings for the presence of asbestos.
- b) Coatings must be removed from the area of failure on mild steel mains and the underlying pipe examined to determine the extent of corrosion. Asbestos containing coatings must be disposed of as per Section 8.10.

## 8.10 Working with Asbestos Cement (AC) material

- a) The Industry Partner must comply with the appropriate OH&S Legislation and instruction manuals, when working with or coming in contact with asbestos cement (AC) pipes or material.
- b) AC pipe of various classes has been used in the South East Water network. Accordingly, there are different sized outside diameters and wall thicknesses that need to be taken into account when undertaking repairs. South East Water does not have extensive records covering the details of where these various pipe types have been used. The Industry Partner must carry appropriate fittings on board each maintenance truck to be able to perform repairs on 'oversized', and 'oversized-oversized' AC mains when allocated a task for repairs on these assets.
- c) The Industry Partner must provide the necessary safety instructions to staff, issue personal protection, and equipment to staff to enable them to work safely with AC material.
- d) The Industry Partner must dispose of all pieces of AC pipe, materials and soil containing dust or fragments in an approved manner as defined in the appropriate regulations.
- e) The Industry Partner must have the appropriate licenses for Asbestos removal, transportation and disposal.
- f) Where an asbestos cement main fails by longitudinal splitting or by a portion of the wall separating from the pipe, the Industry Partner must replace the entire pipe length between existing couplings, irrespective of the length, subject to clause 8.10 g) below. The cost of repairing AC as stated above will be deemed to be included within the UTA for 'Repair of Burst or Leaking Water Mains' (a Schedule to the Agreement).
- g) For AC pipe repair under driveways:
  - i. If any part of the driveway requires reinstatement as a consequence of repairing the leak/burst, then the full length of pipe beneath the driveway is to be replaced. Use of trenchless technologies should be considered to avoid damage of driveways.
  - ii. If it is possible to repair a broken back (circumferential split) without disturbing the driveway, then it is permissible to put a stainless-steel clamp on to effect repair.
  - iii. Where the burst main is under a standard or double domestic driveway and is found to be AC pipe, the full length of AC pipe beneath and clear of the driveway edges is to be replaced. This may mean that the AC pipe is not replaced joint to joint.
  - iv. If it is a commercial/industrial driveway that is larger than a domestic double driveway, or appears to have high vehicular traffic flow, then South East Water's Representative is to be contacted for further direction.

- v. The cost of repairing AC pipe as stated above will be deemed to be included within the UTA for 'Repair of Burst Water Mains (a Schedule to the Agreement)'.

## 8.11 Temporary Repair of burst or leaking main

- a) Where a tree or other obstacle prevents access to the failure location, even with the assistance of hydro-excavation, it may be necessary to blank end the water main and return once the tree or obstacle has been removed to repair the failure.
- b) Costs for repairs of the main or any services within the affected area are to be included in the UTA for 'Reinstatement main after blank end'.

# 9. Repair and Renewal of Water Service Pipes

## 9.1 General

- a) A Water Service is the pipework extending from, and including, the ferrule on the water main to the first stop tap which may be located outside the property boundary, or at the meter. Parts such as olives or bushes required to attach the ferrule to the main or the tapping saddle are considered to be part of the ferrule.
- b) If a service is discovered to be leaking during the course of works to repair a leaking water main, and no further excavation is required, then the costs for repairing the service are deemed to be included in the Repair of Leaking Water Main UTA (a Schedule to the Agreement).
- c) If a service is made of galvanised wrought iron (GWI) material and is leaking then the Industry Partner is to immediately replace any Short Side Service and must get approval from South East Water's Representative before renewing the full length of a Long Side Service pipe (refer to Section 9.5 for further details).
- d) Repairs to water services would typically be limited to no more than 2 metres in length, unless under a footpath. Where repairs of pipe lengths longer than 2 metres are required then the entire service should be renewed.
- e) When the Industry Partner finds that a repair to a water service is the responsibility of the owner of the property (e.g. due to the meter being located further than 2 metres away from the property boundary), the Industry Partner must issue a Defect Notice in accordance with Section 7.2 Issuing of Defect Notice.
- f) Preference should be given to repair water services with "like for like" materials (e.g. copper to copper using a flaring tool).
- g) PE pipe and fittings must not be used to repair or renew services where the ground is marked as contaminated on South East Water's GIS, or as indicated through a hazard notification.
- h) If the Industry Partner becomes aware that there is a backflow prevention device that is missing or is not functioning, this must be raised as a hazard on the Works Management System for further investigation and follow up by South East Water.



- i) If there is any evidence that contamination has been introduced into the water supply network, either through backflow prevention failure, cross-connection, or other means, this must be escalated to South East Water immediately as well as being reported as a hazard on the Works Management System.
- j) Where possible, repairs are to be carried out under pressure, as supported by appropriate training, equipment and risk assessment or by other methods which will avoid the need to interrupt the water supply. A nearby hydrant can be operated to minimise risk during under pressure repairs. Industry Partners will need to record on the Works Management System which hydrant was operated and how long the hydrant was operated for to account for non-revenue water loss in the network.
- k) Where multiple repairs are required on a meter assembly (e.g., a Stop Tap and a Meter both require replacing), this is deemed to be included under one UTA for 'Repair of Domestic Service (Above Ground)' for the appropriate size range (a Schedule to the Agreement).

## 9.2 Stop Tap Repair

- a) The Industry Partner must repair all stop taps on water meter assemblies in water services which have failed due to normal wear and tear. Stop Tap repairs may involve the replacement of the body of a Stop Tap, the restoration of the surface of the valve seat, the replacement of the jumper valve within the Stop Tap or the replacement of the entire Stop Tap.
- b) Stop Taps should be repaired without interruption to the water supply where possible (e.g., through the utilisation of freezing kits, or temporary throttling of mains using valve shutdown and hydrant operation). Payment for Stop Tap replacement using this method will be made within the appropriate UTA for 'Repair of Domestic Service (Above Ground)' (a Schedule to the Agreement).
- c) Stop Taps that are located in pits and can be changed or repaired without excavation will be paid for within the appropriate UTA for 'Repair of Domestic Service (Above Ground)' (a Schedule to the Agreement). Pits requiring a confined space entry permit to access the stop tap will be reimbursed as Time & Materials, or via a quotation request and should be escalated to South East Water's Representative.
- d) Where an inline brass Stop Tap is unable to be repaired and is to be replaced with a right angle Stop Tap, the gap between the meter and the Stop Tap is not to be compensated with fittings. The Stop Tap is to abut the meter and the existing inlet pipe work altered to suit. This will require the installation of additional copper on the inlet side of the new Stop Tap. Where this activity is undertaken payment is to be within the appropriate UTA for 'Repair of Domestic Service (Above Ground)' (a Schedule to the Agreement).
- e) Where South East Water awards multiple Stop Taps for repair (e.g., where 20 or more Stop Taps are grouped in close proximity to each other within the same suburb), payment for this activity will be made within the appropriate UTA for 'Bulk Repair of Stop Tap' at the appropriate size range (a Schedule to the Agreement).

## 9.3 Repair to Water Services (Above Ground)

- a) The 'above ground' section of a water service is defined as the pipe work extending from the meter to a maximum depth of 150mm below the surface of the ground, including the pipework and fittings to and including the first stop tap, water meter and water meter couplings.



- b) The UTA relevant to this Activity is 'Repair of Domestic Service (Above Ground)' (a Schedule to the Agreement).
- c) Where replacement of a larger sized Stop Tap (e.g. >25mm) requires excavation and operation of a ferrule, this is to be paid as a 'Repair to Water Service (below ground)' based on the location of the ferrule (road/footpath/nature strip). Photos of the excavated ferrule must be taken, and reasons given in the task story as to why this approach was required. Failure to provide satisfactory evidence will result in this work being paid at the UTA for 'Repair of Domestic Service (Above Ground)' (a Schedule to the Agreement).
- d) Pipe freezing kits may be used to stop the flow of water and repair above ground water services. Payment for use of such equipment is deemed to be included within the appropriate UTA for 'Repair of Domestic Service (Above Ground)' (a Schedule to the Agreement).
- e) Stainless Steel clamps are not permitted to be used for repairs on services where the failure is above ground.

## 9.4 Repair to Water Services (Below Ground)

- a) The 'below ground' section of a water service is defined as the pipe work extending from, and including, the ferrule on the water main to a point approximately 150mm below the surface of the ground and generally prior to the first stop tap.
- b) The UTA relevant to this Activity is for 'Repair of Domestic Service (Below Ground)' (a Schedule to the Agreement).
- c) Where a section of footpath needs to be broken out to repair a leak, the whole section of service pipe under the footpath needs to be replaced. South East Water's preference is for non-disturbance of the footpath, but this should only be undertaken where safe backfilling can occur (i.e. no structural integrity issues or safety risk introduced to the stability of the footpath). In these circumstances the footpath UTA will still be used (a Schedule to the Agreement).
- d) Where a repair to a water service can be made by excavating in a nature strip and tunnelling under a footpath, payment for this activity will be made under the UTA for 'Repair of Domestic Service (Below Ground) in footpath location' (a Schedule to the Agreement). Photos demonstrating that the repair site is under the footpath must be attached to the task e.g. with the use of a straight edge or plumb-bob held against the side of the footpath. Photos which do not adequately demonstrate this will result in the payment for the task being made within the UTA location of 'Nature Strip'.
- e) Any longitudinal split or damage to the water service which has caused it to be out of round or crimped is to be repaired in a material similar to that already existing. Stainless steel repair clamps are not to be used in this scenario.
- f) Stainless Steel repair clamps will be permitted as a repair method where a service has failed in the form of a 'pin hole', which is usually the result of corrosion. If there is a second failure of the service then South East Water's Representative is to be advised at which time they may direct the Industry Partner to renew the service in a material deemed to be suitable for the site conditions.
- g) Stainless steel repair clamps are not to be used on polyethylene service pipes.
- h) The Industry Partner must comply with best industry practice and relevant standards to avoid the possible electrocution of maintenance personnel repairing water services which may be in contact with live electricity. As a minimum this should include the use of bridging cables and electric current detection equipment.
- i) Where a service is replaced under or through fence footings then Payment for this activity will be made within the UTA for 'Repair of Domestic Service (Below Ground) in a footpath location'.



- j) Where repair of a water service cannot be done within a 2-metre length, preparatory works are required for renewal of the service which must include isolation of the ferrule and the provision of temporary water supply to affected properties. An action request on the Works Management System is to be raised requesting a service renewal.
- k) Payment for preparatory renewal works will be made within the appropriate UTA for 'Renewal of Domestic Service - Explore Leak, Isolate Ferrule, Temps fitted' (a Schedule to the Agreement).
- l) If the service that has failed is located within a conduit, an attempt must be made to renew the service prior to setting up temps (refer to Section 9.5).

## 9.5 Renewal of Water Services

- a) A renewal of a Water Service is defined as the replacement or relining of the pipe work extending from and including the ferrule on the water main to the first Stop Tap.
- b) At the direction of South East Water's Representative, the Industry Partner will be requested to renew existing services from main to meter in an approved material.
- c) The UTA relevant to this Activity 'Renewal/Installation of Domestic Service' (a Schedule to the Agreement).
- d) The UTA relevant to this Activity will be one of four separate per Task rates: 1) a road crossing; 2) a road crossing within a conduit; 3) under a footpath; and 4) without a road crossing. The relevant UTA will apply for the total length of the replacement pipe.
- e) A road crossing rate shall be selected where a sealed road pavement must be crossed, or the sealed pavement must be excavated. However, where the length of the sealed road excavation is less than the excavation in the nature strip, then the lesser rate will apply.
- f) Installation of a copper tracer wire, or other appropriate techniques to allow traceability of the pipe, are to be used when renewing Water Services so that services can be traced and detected in future.
- g) All works, plant and equipment necessary to ensure satisfactory renewal, other than final road reinstatement, will be deemed to be included in the renewal rate. This will also encompass a ferrule replacement if required.
- h) A ferrule which is defective, or leaking must be replaced. The UTA relevant to this Activity is deemed to be included in the 'Renewal/Installation of Domestic Services' UTA.
- i) Where it is necessary to replace a tapping saddle, there will be no additional payment for any shutdown of the water network or work associated with replacing the tapping saddle.
- j) Where a conduit exists, the Industry Partner's maintenance crew should attempt to reuse it after extraction of the failed service. Work required to clear a conduit of obstructions preventing the installation of a new Water Service is deemed to be included in the UTA for 'Renewal/Installation of Domestic Service' (a Schedule to the Agreement) and must be performed before reverting to a new alignment for the service.
- k) The Industry Partner is encouraged to utilise trenchless techniques to renew Water Services (e.g., internal lining, directional boring, or in-situ replacement) rather than using open cut trenching.
- l) Where a Water Service renewal extends beyond the building line, measurement will be determined from the ferrule to building line only.

## 9.6 Installation of a new Water Service

- a) The Industry Partner may be requested to install a brand-new Water Service, including tapping works and connection to the existing meter assembly.
- b) The UTA relevant to this Activity is 'Renewal/Installation of Domestic Service' for the appropriate location (a Schedule to the Agreement).

## 9.7 Water Meter Replacement

### 9.7.1 General

- a) Based upon customer reports, South East Water's Representative may request the Industry Partner to replace defective or leaking Meters.
- b) Only Meters applicable to the water type are to be used within the network (i.e., potable meters for potable water, recycled meters for recycled water).
- c) Industry Partners must carry sufficient stock of mechanical and digital Meters to be able to replace a defective Meter with the correct replacement.
- d) Where a meter is stolen, the meter type shall be replaced with the same type as previously fitted. For building sites and vacant blocks, a 'lockit device' or equivalent approved theft prevention device shall also be installed.

### 9.7.2 Mechanical Meters

- a) Where a mechanical Meter has been temporarily removed in association with other services described within this specification, the removed meter is to be replaced with a new mechanical Meter.
- b) If not associated with any other work, the UTA relevant to this Activity is 'Repair of Domestic Service (Above Ground)' for the appropriate size range (a Schedule to the Agreement).

### 9.7.3 Digital Meters

[Guidance Note: Digital meters are a new type of asset in South East Water's network. Until further notice, Industry Partners will only be awarded Priority Level 1 to Priority Level 5 tasks for replacement of defective digital meters. Lower priority works replacing digital meters will be performed by others.]

- a) Where a digital meter is to be removed from a property, a new digital meter must be installed.
- b) Where a digital meter cannot be replaced with another digital meter and a mechanical meter has to be used, approval must be sought from South East Water's Representative prior to making this change.
- c) The following procedure is required for maintenance of digital meters when requested to do so:
  - i. Clean, test and reset meter (including battery replacement),
  - ii. If the meter does not work, remove the existing controller and replace it with another one and test to ensure operation.



- iii. Return any Digital Meters back to the South East Water's Lynbrook store and record the serial number in the book provided.
- d) The UTA relevant to this Activity is 'Repair of Domestic Service (Above Ground)' for the appropriate size range (a Schedule to the Agreement).

## 9.8 Plugging of Water Services

- a) When a Water Service requires plugging and the Industry Partner finds that the existing tapping saddle is faulty and requires replacement with a clamp, payment for this activity will be made within the appropriate UTA for 'Repair of Burst Main' (a Schedule to the Agreement). A photo will be required to indicate the condition of the faulty tapping saddle prior to its removal.
- b) In certain circumstances, plugging and capping of Water Service connections may be required when the main and connection has already been exposed. In these situations, it may be required that the existing ferrule is removed, and a plug placed within the existing tapping saddle, or the existing tapping saddle is to be removed and replaced with a clamp. The UTA relevant to this Activity is 'Plugging and Capping of Domestic Water Services (Main Exposed)' (a Schedule to the Agreement).
- c) Where possible, a nut and disc should be attached to the ferrule nut to cap or plug the Water Service. Where high pressure or flow prevents this from occurring, a sacrificial in-line stop tap may also be used. Shutdowns should only be used as a last resort.

# 10. Eduction

## 10.1 General

Eduction services may be required for instances including, but not limited to:

- a) Site Clean-up
- b) Network Support Services
- c) Treatment Plant Support Services

## 10.2 Site Clean-up Supporting Water Events and Incidents

- a) In relation to asset failures and corrective works, the Industry Partner will typically perform the roles of containment, asset repair and/or washing down contaminated areas.
- b) Some of these events require the support of eduction services. These activities include:
  - i. Dewatering of pipelines, excavations and or pooled areas containing drinking water, ground water, recycled water; and
  - ii. Suction and removal of contaminated saturated soil.
- c) For these types of eduction services, the approach for disposal of educted matter will depend upon the material educted. Where the material educted is drinking water, ground water, recycled water or sewage, this will generally be directed to be disposed of within

the sewerage network. Where the educted matter has a high solids content, the Industry Partner will be directed to dispose of this material at an approved and accredited waste disposal facility such as Melbourne Water's Western Treatment Plant in Werribee.

- d) The Industry Partner may be directed to disinfect areas that have been contaminated from a recycled water spill.

### 10.3 Network Support Services

- a) Support for the water supply network may be required 24/7 to provide education services to support such functions as containment, clean-up, and network flow management.
- b) The following provides typical events where education support services may be required:
  - i. In response to bursts on Class A recycled water mains.
  - ii. As part of a co-ordinated response to cleaning up recycled water spills to land, waterways, drains, etc.
  - iii. Dewatering of excavations containing drinking water, ground water and recycled water.
  - iv. As part of a co-ordinated response to a burst water main causing flooding and damage.
  - v. In support of works associated with asset alterations, repairs, condition assessment and investigations.

## 11. Leak Detection and Investigation

### 11.1 General

- a) Waiting time or time spent excavating to assist leak detection activity is considered to be included in the applicable UTA for any service within this specification.
- b) Where South East Water's Representative requests assistance for excavation works to locate a long standing or complex leak, payment for this time will be made at the applicable 'Hourly Rate' as the scope of works may be undefined. Note that this clause does not over-ride clause 11. a) above where the Industry Partners field crew request and obtain the South East Water Leak Detection Specialist to assist with their efforts to find a leak.

### 11.2 Non-Specialised Leak Detection

- a) The Industry Partner will be required to carry out general leak detection by 'sounding' services/mains. This may include the use of asset location equipment, South East Water and/or another Authority's asset plans. Industry Partner field staff who are unable to locate leaks are to gain assistance from their Supervisor. If a Supervisor is also unable to find the leak and has followed agreed procedures, then this may be escalated to South East Water's Representative for further specialist leak detection services.
- b) Maintenance Workers are to carry equipment for leak detection as per clause 3.4. Supervisors are also required to carry sounding/listening sticks and basic leak detection equipment.



- c) The Industry Partner's maintenance workers must spend a minimum of 30 minutes investigating the location of a leak. If they cannot determine the location of a leak they must escalate this to a Supervisor who must also spend a minimum of 30 minutes on site to locate the leak (with appropriate leak detection equipment) and must ensure correct procedures have been followed. The Industry Partner's Supervisor must make contact with South East Water's Representative to seek further direction if the source of the leak still can't be determined.
- d) Where Supervisors have attended site for leak detection investigation, they are to document what they have checked onsite in the Works Management System (e.g. sounding of additional services uphill from where the leak is surfacing). Supervisors are expected to go to further lengths than the initial maintenance crew who attended site and could not locate the leak, and are required to have some expertise and experience in identifying common leak sources and locations.

### 11.3 Specialised Leak Detection

[Guidance: South East has one specialist trained leak detection technician with sophisticated equipment used for this purpose. Other South East Water technicians may be able to assist when this resource is not available, however they may not be as proficient with the equipment as the specialist. It is expected that the Industry Partner has access to their own specialist leak detection service provider(s) to ensure 24/7 availability for this service. During the roll out of the digital meter fleet (or for other projects), there may be occasions when assistance will be required to install loggers and other equipment for comparison of leak detection technology built into these meters].

- a) Specialist leak detection services engaged by the Industry Provider must have proven experience in the leak detection field and access to sophisticated leak detection equipment suitable for finding leaks not able to be detected by the Industry Partner's Maintenance Worker's or Supervisors.
- b) No payment will be made for engagement of specialist leak detection services where South East Water's Representative determines that the source of the leak should have been identified readily by the maintenance crew or the Industry Partner's Supervisor (e.g. on the service next door to where the leak is surfacing, or by tracing the leak using the storm water system).
- c) Engagement and deployment to site of specialist leak detection services are to be included within the priority of the allocated task – revision of allocated task priority is not permitted for delays in obtaining access to this service.
- d) Response for specialist leak detection services using South East Water's in-house resources will take into consideration the priority allocated to the Industry Partner; however, this service may not be available when requested due to other priorities on the network or availability after hours. Lack of availability of this resource does not remove the requirement of the Industry Partner to meet the task priority as per clause 11. c) above.
- e) Specialist leak detection services may be required to assist with deployment and recovery of South East Water owned equipment and sensors used for long term leak detection programs and investigations. Payment for such activities is as described in clause 1.4.



## 11.4 Scheduled Leak Detection

- a) Specialist Leak Detection is also a Scheduled activity for large volumes of assets that will be issued via work packages.
- b) Works involved with these routine programs include locating surface fittings such as valve and hydrants. This may require clearing and removal of long grass, bushes, and branches with the aid of a billhook, machete, handsaw, chainsaw or brush-cutter.
- c) For each work package a report must be produced by the Industry Partner using the relevant SI form in the Works Management System which must include details of any defects or unlocatable assets.
- d) The total work time spent locating a fitting in a Scheduled Maintenance program should not exceed 5 minutes on average. Data entry for this activity must be completed on site before moving to the next asset.
- e) Any asset found which is not shown on South East Water's GIS or is incorrectly recorded, must be documented using a field note attached to the Works Management System task. The field note must also be forwarded to South East Water's Representative at [AISRequests@sew.com.au](mailto:AISRequests@sew.com.au) and a copy of this email sent to the appropriate program manager at South East Water upon completion of the work package.
- f) Any asset found in a dangerous condition or likely to cause risk to the public must be made safe or rectified immediately and the details noted in the SI form. If the asset cannot be made safe, the Industry Partner must request a reactive task be created by contacting the Communications Centre or South East Water's Representative.
- g) Leaks found to be originating from private assets are also to be identified, recorded and notified as per Clause 7.2.
- h) Before and after, time stamped, geo-referenced photos of the valve or hydrant inspected must be taken and attached to the Works Management System task component. The asset ID of the valve or hydrant must be part of the file name for the photo. Tasks completed without photos compliant with this clause will not receive payment.
- i) Payment for this activity will be made at 'Per Kilometre Rates' (a Schedule to the Agreement). At the direction of the South East Water Representative, the Industry Partner may be directed to provide a quote for these works.

## 11.5 Leak Detection of Digital Meter Sensor Alarms

- a) Digital Meters have sensors installed which can identify and alert SEW that a leak may be in the vicinity of the sensor. Specialised Leak Detection is required to pin-point the exact location of the leak and provide basic details of the leak to enable a decision on whether a repair will be required.
- b) Work may be initiated as individual tasks or packaged with multiple activities within one task.
- c) Payment for this activity will be made at 'Hourly Rates' (a Schedule to the Agreement). At the direction of the South East Water Representative, the Industry Partner may be directed to provide a quote for these works

## 12. Hydrants and Valves

### 12.1 General

- a) For the purpose of clarification, a hydrant is deemed to include all fittings from the top flange of the tee on the main (for a direct assembly) or from the top flange of the bend on an offset hydrant. All other portions, the tee, bend and pipe work between bend and main are considered to be part of the water main.
- b) Scheduled Inspection or Scheduled Maintenance includes:
  - i. Works that are part of an annual program where an agreed quantity of assets is to be maintained within a determined period;
  - ii. Part of an annual program where specific assets are requested to be completed during a specified month.

[Guidance: where Scheduled Maintenance is referred to, this also includes Scheduled Inspections]

- c) Non-Scheduled Maintenance includes maintenance on specific assets which are required to be completed by a target date of not less than 7 days from the time of issue (i.e. the Industry Partner will be given at least 7 days to perform this activity).
- d) Tasks created as Scheduled Maintenance (Priority Levels 9 or 10) activities are not to be claimed under Non-Scheduled Maintenance cost schemes regardless of how quickly they are completed, unless specified otherwise or unless directed to in writing by South East Water's Representative.
- e) Valve keys with electronic/digital tracking are under development by South East Water and are required to be used by the Industry Partner when they become available.
- f) In some instances, Reactive Maintenance for height adjustment, raising or lowering of surrounds, or replacement of hydrant covers may be required. Where this is discovered during a Scheduled or Non-Scheduled Maintenance activities and they cannot be made safe, the Industry Partner is to contact the Communications Centre or South East Water's Representative and request a new Task be created and Awarded at the appropriate priority (P1 – P6). The relevant UTA will apply. (a Schedule to the Agreement).

### 12.2 Painting and Marking of Valves & Hydrants

- a) Painting or marking of valve and hydrant surrounds in appropriate colours and shapes in alignment with MRWA standards is required where existing markings are faded, missing, or not to current standards as part of valve and hydrant installation, repair, replacement, or operation. For Non-Scheduled or Scheduled Works, thermoplastic markers must be used rather than spray paint.
- b) Hydrants require thermoplastic indicator arrows (road reflective patches), blue road reflectors (cat's eyes), and marker posts installed/replaced as needed as part of any hydrant repair, replacement, or operation. Payment for this activity shall be made as per the Schedule of Rates item for 'Affix Blue Reflector & Road Marking' and 'Install Marker Post' (a Schedule to the Agreement).
- c) Payment for placement of cat's eyes, marker posts, and thermoplastic markers are deemed to be included in the rate for installation/replacement of a valve or hydrant.



## 12.3 Repair of Damaged Hydrants

- a) A damaged hydrant is defined as a hydrant that for any reason sustains damage which necessitates the replacement of the body of the hydrant, or hydrant risers. The repair may also include the re-setting of the surround and replacing the hydrant cover.
- b) Through observation at the site of Damaged Hydrants and by information passed on by police or the public, the Industry Partner must use its best endeavours to ascertain the cause of damage to hydrants and the responsible party, if any. Information will be recorded on the Works Management System as 'Chargeable Works'.
- c) Where an L type hydrant is not damaged but only the cover is missing, the Industry Partner must look for the missing cover and if found, reset it in place over the hydrant. A new cover needs to be installed if the original cannot be located. Payment for this activity will be made within the associated 'Replace L-Type Hydrant Cover' UTA (a Schedule to the Agreement) or Schedule of Rate (a Schedule to the Agreement) dependant on the priority of the task.
- d) The replacement of L type hydrant covers is distinct from re-positioning hydrant covers which have become dislodged (i.e. not sitting correctly on the surround). The Industry Partner must reposition all dislodged hydrant covers which become obvious to the Industry Partner whilst working in the service area. There is to be no additional payment for re-positioning of dislodged covers onto the hydrant surround.
- e) Where possible the Industry Partner is to use a T-bar socket or similar tool access the bolts and avoid the need for excavation when replacing hydrant heads.
- f) Payment for repair of damaged hydrants will be made at the applicable UTA ('Insert/Replace/Remove Valve or Hydrant on mains' or 'Repair of leaking hydrant'), except for works associated with replacement of hydrant covers (see clause 12.3 c) of this section).

## 12.4 Conversion of Above Ground Hydrants to Below Ground Hydrants

- a) Where a damaged hydrant is above ground, the hydrant is to be converted to a below ground hydrant.
- b) In the Shire of Yarra Ranges and some other bush fire prone areas an appropriately marked "L Type" cover is required over the below ground hydrant. Placement of an L-Type cover in these scenarios is deemed to be at no additional cost.
- c) In some cases, there may not be sufficient ground cover to convert an above ground hydrant to a below ground type. The Industry Partner must relocate the hydrant to a new position in close proximity to the original location where there is suitable ground cover for the conversion to take place and reinstate the water main at the old hydrant location.
- d) The Industry Partner must obtain direction from South East Water's Representative if there is a note present on the GIS next to a hydrant indicating that it is placed specifically at this location for firefighting purposes at an identified property.
- e) Conversion of hydrants from above ground to below ground is to be paid at the relevant 'Insert/Replace/Remove Valve or Hydrant on mains' UTA item (a Schedule to the Agreement).



## 12.5 Repair of a Leaking Hydrant

- a) A leaking hydrant means a hydrant which leaks from any joint, gasket, ball or dome or between the top of the hydrant and the top flange of a bend or tee (in the case of a direct assembly), which can be repaired without the need to replace the body of the hydrant or hydrant riser (spool). Payment for this activity will be made within the appropriate UTA for 'Repair of Leaking below ground Hydrant'.
- b) Works performed to repair leaks on L-Type and PBH type hydrants are to be paid under the 'Repair of Leaking above ground Hydrant' UTA item.
- c) All nuts and bolts used to connect a hydrant head to the hydrant body are to be replaced when a shut down is required.
- d) Hydrant leaks may also be repaired using equipment that avoids the need for shutting down the water main. Leaks repaired using this method are to be paid for under the 'Repair of Leaking Hydrant without shutdown' UTA (a Schedule to the Agreement). This method of repair is preferred on mains of 225mm diameter or larger, where 200 or more customers may be impacted by a shutdown, or as directed by a South East Water Representative.
- e) Leaking hydrants may be capped to stop any leaks and be repaired at a later date, however these repairs must be carried out within 30 days of the hydrant being capped. Capping of hydrants is deemed to be included as part of the UTA for 'Repair of Leaking below ground Hydrant', 'Repair of Leaking above ground Hydrant', and 'Repair of Leaking Hydrant without shutdown' (a Schedule to the Agreement).
- f) Costs for notifying customers for the repair of a leaking hydrant under a planned shutdown is deemed to be included as part of the UTA for 'Repair of Leaking below ground Hydrant', 'Repair of Leaking above ground Hydrant', 'Insert/Replace/Remove Valve or Hydrant on mains' and 'Repair of Leaking Hydrant without shutdown' (a Schedule to the Agreement).
- g) Rolling of the hydrant ball to stop a hydrant leak does not classify as a 'Repair of Leaking Hydrant without shutdown' and will be paid as a Service Call and shall only be paid once. Further leaks issuing from these hydrants must have repairs performed for a more permanent fix (e.g. replacement of ball and gasket). Additional visits where the hydrant ball has been rolled to stop the leak shall be at no cost.

## 12.6 Repair of Valves

- a) Valves includes air valves, divide/isolation valves, scour valves and fire service valves.
- b) A leaking valve means a valve which leaks from any joint, gasket, or spindle, which can be repaired without the need to replace the body of the valve.
- c) When locating valves, if found to be below surface level, the valve cover should be raised as part of process.
- d) Leaks may be able to be stopped by repeatedly adjusting the spindle with a valve key. However, these valves must have the packing gland or spindle replaced either immediately or at a later date prior to moving the task into a Work Complete status.
- e) Where a spindle has been replaced, the valve must be operated to determine that it is functional. If the valve is a zone boundary valve or is on a main larger than 225mm diameter then approval from South East Water's Representative must be obtained before operating the valve. It should be very slowly operated until it reaches a closed position and can no longer be turned. Once this has been confirmed, the valve should very slowly be operated again to return it to its required state.



- f) Air valves are generally installed at high points in the water supply network and usually have an isolation valve at the offtake point. The Industry Partner should use this isolation valve when repairing air valves and prevent the need for a shutdown of the water supply network. Where the isolation valve is also defective, a shutdown will be required to install a new isolation valve and complete a replacement of the air valve. Where possible, any escape of water should be capped so that repair works can be done under planned shutdown conditions at a later date.
- g) The UTA relevant to this Activity is 'Repair of Leaking Valve', 'Repair of Air Valve' or 'Insert/Replace/Remove Valve or Hydrant on mains' (a Schedule to the Agreement).
- h) Works undertaken to straighten spindle sleeve, or replacement of spindle, shall also be paid at the 'Repair of Leaking Valve UTA (a Schedule to the Agreement).

## 12.7 Raising and Lowering Surrounds

- a) The Industry Partner must raise or lower hydrant surface fittings and valve surrounds at such times and in such locations as may be directed by South East Water's Representative. All covers and surrounds altered are to be marked and painted in accordance with MRWA requirements. The Industry Partner should be aware that hydrants can be located in various soft or hard surfaces including concrete, bitumen, pavers and bluestones. No additional payment will be made for any difference in surface type.
- b) Clearing of grass or debris over a surround is not considered as Raising a Hydrant or Valve Surround.
- c) Below ground hydrants and valve spindles must be no deeper than 350 mm below natural surface. Valve spindle extensions must be used to meet this requirement when needed after raising the surround. Below ground hydrants which will exceed this depth if the surround is raised will need to have the hydrants head raised as per Section 12.8.
- d) Dependent on the priority, payment for this activity shall be made within the appropriate UTA for 'Raising and Lower Surrounds' (a Schedule to the Agreement).

## 12.8 Raising and Lowering of Hydrants

- a) Below ground hydrant heads must be raised to a maximum of 350 mm below natural surface.
- b) Where hydrants are not provided with isolation valves and where raising or lowering of a hydrant is required, the Industry Partner must notify affected water supply customers of the impending shut down of water mains.
- c) Painting or permanent marking of hydrants using appropriate colours, shapes and materials in alignment with MRWA standard is required as part of hydrant repair or operation.
- d) The UTA relevant to this Activity is 'Height Adjustment of Hydrant Head' (a Schedule to the Agreement).

## 12.9 Installation of Valves and Hydrants

- a) The Industry Partner must insert valves and hydrants as requested by South East Water's Representative, in water mains in the size range 75mm to 300mm diameter, at such times and in such locations as may be directed by the South East Water's Representative.



- b) Below ground hydrants and valve spindles must be placed at a maximum of 350 mm below natural surface. Valve spindle extensions must be used to meet this requirement when needed.
- c) When inserting valves and/or hydrants in water mains, the Industry Partner must notify affected water supply customers of the impending shut down of water mains. Emergency shutdowns of the water supply network should be avoided for this work where possible.
- d) Where a new hydrant is installed (or found due to being unmarked on the GIS), the Industry Partner must indicate if the hydrant is installed for hydraulic or firefighting purposes (or both) on the as-constructed Field Sketch.
- e) The UTA relevant to this Activity is 'Insert Valve or Hydrant' (a Schedule to the Agreement). South East Water's Representative may request a special rate for multiple installations.

## 13. Routine Inspection and Maintenance of Hydrants and Valves

### 13.1 General

- j) Routine inspection and maintenance of Hydrants and Valves is a programmed activity for large volumes of assets that will be issued via work packages.
- k) Works involved with these routine programs include locating, inspecting and marking of valve and hydrant assets.
- l) For each work package a report must be produced by the Industry Partner using the relevant SI form in the Works Management System which must include details of any defects or unlocatable assets.
- m) The total work time spent locating, adjusting or working on a fitting in a Scheduled Maintenance program should not exceed 15 minutes on average. The Industry Partner must report all defects that cannot be fixed within this average timeframe on the SI form in the Works Management System. Data entry for this activity must be completed on site before moving to the next asset.
- n) Any asset found which is not shown on South East Water's GIS or is incorrectly recorded, must be documented using a field note attached to the Works Management System task. The field note must also be forwarded to South East Water's Representative at [AISRequests@sew.com.au](mailto:AISRequests@sew.com.au) and a copy of this email sent to the appropriate program manager at South East Water upon completion of the work package.
- o) Any asset found in a dangerous condition or likely to cause risk to the public must be made safe or rectified immediately and the details noted in the SI form.
- p) If the asset cannot be made safe, the Industry Partner must request a reactive task be created by contacting the Communications Centre or South East Water's Representative and undertake the necessary works to eliminate the hazard. If the Industry Partner is not able to rectify the hazard, they must wait on-site until another crew can attend. Payment for waiting onsite for another crew to arrive will be made as a Service Call.
- q) If a hydrant is discovered to be leaking during any routine inspection program, the Industry Partner must attempt to repair the leak by tightening the bolts of the hydrant head or by rotating the ball. If this does not seal the leak, the Industry Partner must cap the hydrant



and record it in the SI form for repair at a later date. However, if the leak cannot be stopped or capped, this must be reported to Communications Centre or a South East Water Representative immediately for creation of a reactive task to repair this asset. Payment for this activity is deemed to be included in the Schedule of Rates items for routine inspection and maintenance activities relating to hydrants.

- r) Where hydrants are inspected and discovered to be capped to stop a leak, these caps are not to be removed but are to be reported on the Works Management System.
- s) Industry Partners engaged in routine inspection and maintenance activities are expected to carry the appropriate tools and equipment to perform the specified activities.
- t) Where a valve or hydrant requires no work upon inspection, the 'Inspection and Maintenance of Hydrants & Valves' rate will be paid.
- u) Before and after, time stamped, geo-referenced photos of the valve or hydrant inspected or worked on must be taken and attached to the Works Management System task component. The asset ID of the valve or hydrant must be part of the file name for the photo. Tasks completed without photos compliant with this clause will not receive payment.

## 13.2 Inspection and Maintenance of Above Ground Hydrants

- a) The minimum requirements for inspecting above ground hydrants are to include (but not to be limited to):
  - i. Locating the hydrant.
  - ii. Clearing and removal of long grass, bushes, and branches with the aid of a billhook, machete, handsaw, chainsaw or brush-cutter.
  - iii. Removing the cover (L type hydrants only).
  - iv. Lubricating the hydrant latch pin.
  - v. Adjusting and resetting the cover and surround level if required.
  - vi. Replacing the cover back into position.
  - vii. Removal or painting over of graffiti on the hydrant.
  - viii. Missing L type covers are to be made safe and recorded on the SI form for further works.
- b) Inspections and maintenance of these assets are to be paid for under the 'Inspection and Maintenance of Hydrants & Valves' Schedule of Rates (a Schedule to the Agreement).
- c) Further works identified from 'inspection and maintenance of above ground hydrants' programs will be collated and issued as a remedial works Scheduled Maintenance package.
  - i. Blue reflectors (cats eyes), thermoplastic road or valve surround markers, and hydrant marking reflective patches for hydrants that are connected to reticulation water mains (i.e. non-distribution water mains) shall be paid for under 'Affix Blue Reflector & Road Marking' in Schedule of Rates (a Schedule to the Agreement).
  - ii. Missing L-Type Hydrant covers are to be replaced with a new or refurbished cover, this includes the placement of a new concrete surround, or raising or lowering of the existing concrete surround. This work shall be paid under the Schedule of Rates item for 'Replace L-Type Hydrant Cover' (a Schedule to the Agreement).
- d) No payment will be made for assets unable to be located.

### 13.3 Inspection and Maintenance of Below Ground Hydrants & Valves

- a) The minimum requirements for inspecting below ground hydrants and valves include, but are not limited to:
  - i. Locating the asset;
  - ii. Clearing and removal of long grass, bushes, and branches with the aid of a billhook, machete, handsaw, chainsaw or brush-cutter;
  - iii. Opening the cover;
  - iv. Clearing the recess of all accumulated debris;
  - v. Disinfecting the hydrant opening by spraying it with 2% hypo-chlorite solution
  - vi. Placing a valve key or hydrant standpipe in an operational position;
  - vii. Operating valves for two full turns in both directions;
  - viii. Fitting an extension spindle if required;
  - ix. Ensuring any missing or damaged covers and/or surround surrounds in nature strips and footpaths are made safe and reported on the SI form for future works;
  - x. Adjusting and resetting cover levels within the nature strips, footpaths or roadway;
  - xi. Cleaning and adjusting the cover and surround and marking the location of any valve with an appropriate stainless-steel marker disc (or other identifiable marker as directed) on the adjacent kerb, or where advised to by South East Water's Representative; and
  - xii. Noting where marker posts, blue reflectors, road and valve markings need replacement, refurbishment or installation and record this on the SI. An exception to this is installing stainless steel discs for marking valves on kerbs – this is deemed to be included in inspection works.
- b) Inspection and maintenance of these assets are to be paid for under the 'Inspection and Maintenance of Hydrants & Valves' Schedule of Rates (a Schedule to the Agreement).
- c) Further works identified from 'inspection and maintenance of below ground hydrants & valves' programs will be collated and issued as a remedial works Scheduled Maintenance package.
  - i. Missing or damaged covers for valves or below ground hydrants are to be replaced with a new surround and cover. This work shall be paid under the Schedule of Rates item for 'Raising and Lowering of Valve & Below Ground Hydrant Surrounds' (a Schedule to the Agreement).
  - ii. Installation of missing or replacement of damaged marker posts shall be paid for under 'Install Marker Post' Schedule of Rates (a Schedule to the Agreement).
  - iii. Blue reflectors (cats eyes), thermoplastic road or valve surround markers, and hydrant marking reflective patches for hydrants that are connected to reticulation water mains (i.e. non-distribution water mains) shall be paid for under 'Affix Blue Reflector & Road Marking' Schedule of Rates (a Schedule to the Agreement).
- d) No payment will be made for assets unable to be located.



## 13.4 Valve Exercising

- a) To ensure that valves on large diameter distribution mains are kept in a workable state, a valve exercising program may be issued as a Scheduled Maintenance activity.
- b) The program will make use of South East Water equipment such as a trailer-mounted valve actuator, or hand-held actuators and will comprise of two parts:
  - i. An initial reconnaissance inspection; and
  - ii. A follow up visit with equipment to operate the valve.
- c) Requirements for the initial inspection of valves included in a valve exercising program are activities such as:
  - i. Locating the asset;
  - ii. Clearing and removal of long grass, bushes, and branches with the aid of a billhook, machete, handsaw or brush-cutter;
  - iii. Removing the cover;
  - iv. Clearing the recess of all accumulated debris;
  - v. Placing a valve key on the spindle in an operational position;
  - vi. Operation of valves for two full turns in both directions;
  - vii. Fitting an extension spindle if required;
  - viii. Replacing any missing or damaged covers and/or surrounds in nature strips and footpaths;
  - ix. Adjusting and resetting cover levels within nature strips, footpaths or roadway;
  - x. Cleaning and adjusting the cover and surround, and marking the location of any valve with an appropriate stainless-steel marker disc (or other identifiable marker) on the adjacent kerb, or as directed; and
  - xi. Applying thermoplastic valve surround markings as required for the type and size of valve.
- d) The Industry Partner must determine during the initial inspection if the valves are able to be accessed via the valve actuator trailer and/or require traffic management to allow such access.
- e) As these valves are located on larger distribution mains, the Industry Partner should allow for the majority of these works to be performed after hours.
- f) The valves are to be greased and exercised by utilising a valve actuator trailer or a hand-held actuator. In the event that neither a valve actuator trailer nor a hand-held actuator is suitable for the operation, manual exercising may be required.
- g) The degree of valve exercising (e.g. to a fully or partially open position) during the second visit is to be as directed by South East Water's representative.
- h) Where valves are to be exercised to a fully closed position, the Industry Partner is to abide by clause 4. of this specification and prepare an Operational Change Control Plan when required. This is to be submitted for the South East Water Representative's review and approval.
- i) When exercising a valve, the Industry Partner is to use their judgement to determine the appropriate torque required to exercise the valve, either manually or by an actuator, without damaging the valve. Should a valve be damaged, the Industry Partner must contact the Faults and Emergency call centre immediately and report what position the



valve has been left in (e.g. 50% closed). This information must also be updated in the Works Management System task story and/or SI form.

- j) The Industry Partner is to record the information shown in the actuators controller screen or provide comments if manual exercise in the relevant SI form in the Works Management System.
- k) The UTA relevant to this Activity is 'Valve Exercising (manual or using South East Water equipment)' or 'Valve Exercising (with Industry Partner's own equipment)'. Costs for mobilising and demobilising South East Water's (or the Industry Partners own) valve actuator trailer and equipment are deemed to be included in the UTA.
- l) No payment will be made for assets the Industry Partner is unable to locate.

### 13.5 Conversion of Above Ground Hydrants with Below Ground Hydrants (Fire Plugs)

- a) The Industry Partner must replace above ground hydrants with below ground hydrants at such times and in such locations as may be directed by South East Water's Representative. This activity does not include the replacement of the tee on the water main.
- b) The UTA relevant to this Activity is 'Insert Valve or Hydrant' (a Schedule to the Agreement). South East Water's Representative may request a special rate for multiple conversions.
- c) The Industry Partner must, when replacing above ground hydrants with below ground hydrants, notify affected water supply customers of the impending planned water supply interruption. Emergency shutdowns of the water supply network should be avoided for this work where possible. Costs for notifying customers for the conversion of a hydrant under a planned shutdown is deemed to be included as per clause b) of this section.
- d) The Industry Partner must deliver reclaimed above ground hydrants and fittings to a South East Water store within the Service Area nominated by South East Water's Representative.

## 14. Condition Assessment

As the South East Water pipe network ages, determination of the remaining life of assets must be made on occasion to prioritise renewal and replacement programs.

### 14.1 Basic Condition Assessment

- a) During asset repairs, a South East Water Representative may request the Industry Partners staff to undertake basic condition assessment. This may include gathering information such as evidence of corrosion, or determining the pipe wall thickness. This information is to be recorded by taking photos, or by entering data into a specified SI form in the Works Management System.
- b) Costs for basic condition assessment are deemed to be included in the relevant UTA. It is expected that the Industry Partner's crew will enter this data whilst onsite

## 14.2 Specialist Condition Assessment

- a) For a more thorough condition assessment, the Industry Partner must have access to experts who specialise in this field and engage them as required to assist South East Water with investigatory programs.
- b) These experts are required to be specialists in pipe condition investigatory techniques such as, but not limited to: magnetic flux leakage [smartCAT / eCAT / pCAT], broadband electromagnetic, remote field eddy current, and acoustic sensor methodologies.
- c) The Industry Partner's Maintenance Worker's must be made available to assist such investigations. Assistance will be in the form of customer notifications, establishing a safe site, excavating down to and clearing around pipes, cutting sections of pipe (generally cast iron, ductile iron or asbestos cement), preparing and safely transporting these sections of pipe to a designated location, at times for further travel by courier to specific testing facilities.
- d) Payment for such Specialist Condition Assessment will be as per clause 1.4.

## 15. Water Storage Cleaning

### 15.1 General

- a) To assist with water quality and provide access for condition assessment, water storage tanks are drained and emptied on a periodic basis. During this activity, the tank floor is cleaned of any sediment build up. In some cases where tanks cannot be drained and emptied, or it is deemed not suitable by the South East Water Representative, specialist divers will be required to enter the tank whilst they remain full and perform this service. Divers will also be required to undertake condition assessment and reporting during this work.
- b) Due to the criticality of operating these assets, South East Water will prepare an Operational Change Control Plan (OCCP) and liaise with the Industry Partner for assistance by providing labour and equipment (if required). Payment for this activity will be at the Schedule of Rates item for 'Water Tank Cleaning', or by quotation request.
- c) Water storage tanks are classified as Restricted Spaces. The Industry Partners staff must have suitable training and accreditation to enter and perform this activity. A minimum of 3 crew members are required.
- d) Due to the presence of telecommunication devices located on the top of water tanks, staff must be trained in radiation hazard awareness (RADHAZ), and familiarise themselves with the specific hazards presented by each South East Water tank site. Information on each site will be made available to Industry Partners.
- e) Tools and equipment used on the Sewer or Class C Recycled Water network are not permitted to be used in this activity.

### 15.2 Cleaning Process - Tank / Reservoir Drained

- a) A trial shutdown is to be undertaken prior to taking the water storage offline. This includes checking the operation and isolation of all assets contained in the shutdown (e.g. valves or pumps). This function shall be managed by South East Water.



- b) Arrange alternative supply to impacted customers as required (e.g. temporary storage tanks and / or water carters during the event depending on the arrangement (as documented in the OCCP). Payment for this activity will be at the Hourly Rates for provision of a Water Tanker as per the Rate Card for Plant, Vehicles & Equipment (a Schedule to the Agreement).
- c) Arrange for an eductor/vacuum truck and set up at the Water Tank site to remove any water and silt/debris from inside the tank. Payment for this activity will be at the Hourly Rates for provision of an Eductor/Vacuum Truck as per the Rate Card for Plant, Vehicles & Equipment (a Schedule to the Agreement).
- d) The tank is to be drained by opening the scour valve and checking the water flow path to ensure the proper drainage and no erosion damage is occurring. This function will be performed by South East Water.
- e) Lock-out and tag-out of assets (ex. Valves, Pumps, Cathodic Protection system) must be undertaken to ensure the proper isolation is in place. This must be completed by the Industry Partner prior to entering the tank to start cleaning. Payment for this activity is deemed to be included in the rate for Water Tank Cleaning.
- f) The Industry Partner must ventilate and test the atmosphere inside the tank prior to entry using a gas check device. This is to be undertaken by opening the side entry manhole on the tank and hatches. Forced ventilation may have to be arranged if required. Payment for provision of forced ventilation is deemed to be included in the rate for Water Tank Cleaning.
- g) The Industry Partner may wish to use South East Water provided basic equipment to clean all internal surfaces of the tank. This includes squeegees, brooms, and pressure cleaners. The tank walls and floors must be thoroughly washed and all traces of silt and divert removed to the drain pit. The drain valve is to remain open while cleaning and the vacuum truck directed to collect all liquid waste for safe disposal. Equipment supplied by the Industry Partner to assist with cleaning is deemed to be included in the rate for Water Tank Cleaning.
- h) Once all debris has been removed from the tank floor, the tank walls and floor are to be washed down with clean water and the tank is to be disinfected the tank with sodium hypochlorite

### 15.3 Cleaning & Inspection Process – Full Tank / Reservoir

- a) Where the tank or reservoir cannot (or is not to) be emptied, specialist divers experienced in providing this service are to be used.
- b) Divers shall be fully trained and certified in accordance with the requirements of AS 2299 and VIC WorkCover which includes diving procedures, no decompression times with attention to depth, temperature, altitude, and oxygen resuscitation combined with first aid.
- c) Divers will need to be accredited to work within confined spaces, and work at heights.
- d) Equipment used shall comply with the following requirements:
  - i. All equipment is to be used exclusively for potable water and shall be suitably disinfected prior to use
  - ii. Divers shall operate in an hygienic dry suit and full face mask with filtered compressed air fed by an umbilical hose attached to diver's harness and connection bloc, which controls suit inflation and operation of emergency air supply



- iii. All equipment shall be stored in a waterproof, dust-free and secure purpose built vehicle
  - iv. Care is to be taken with transferring equipment from vehicle to the work site to avoid contamination
  - v. The compressor intake is to be positioned to avoid fumes from motors and other equipment in the vicinity; and
  - vi. Lighting equipment shall be suitable for safe use in a wet environment.
- e) Prior to entering a tank or reservoir the following steps are to be completed:
- i. Follow South East Water Asset Entry procedure
  - ii. Conduct an external visual inspection of the infrastructure
  - iii. Review the technical information supplied by the South East Water (i.e. layout of internal fittings, sizes of pipe work and potential hazards)
  - iv. Review the operating features as detailed in information provided (i.e. flow rates, filling times and periods of maximum water flow)
  - v. Determine the presence of screens or guards on inlets/outlets
  - vi. Determine the method for manually closing off the outlet flow in case of emergencies
  - vii. Ensure that the valve key is onsite
  - viii. Isolate electrical equipment (mixers, cathodic protection, etc.) and pumps, inlet/outlet valves as necessary
  - ix. Determine procedures for protection of existing infrastructure, working at heights
  - x. Prepare a Communications Plan between the diver, supervisors and emergency services
  - xi. Prepare the Dive Plan
  - xii. Fill out the diver worksheet and confined space entry permit. This includes standard Hazard Identification and Safe Work Procedures and Job Safety and Environmental Analysis (JSEA); and
  - xiii. Disinfect all equipment and transfer to the working area near the entry point.
  - xiv. Lay out the equipment on a clean surface area ready for use.
- f) Prior to commencement of internal cleaning, the Industry Partner shall undertake the following:
- i. Undertake a visual check and record details of the sediment before any cleaning commences. The type of sediment and the patterns it forms can give an indication of water movement, leaks and/or unusual contamination in the tank
  - ii. Determine the vacuum head required to complete the job based on the type of sediment encountered
  - iii. Determine the vacuum pattern by the internal layout, such as roof support posts, pipe work and construction of the floor
  - iv. The South East Water shall advise of the particular aspects and internal features to be inspected and aspects likely to be of interest
  - v. The Industry Partner shall plan and carry out the works to avoid erosion, contamination and sedimentation of the site and its surroundings. This may include, but not be limited to, the use of sediment socks, strainers or other items; and

- vi. If there is no suitable area for irrigation at the tank site, the water shall be tankered away for disposal in a suitable location identified by the South East Water.
- g) When cleaning the following steps must be observed:
- i. Use the vacuum head to clear a working area for the diver to move without disturbing sediment
  - ii. Maintain a visual check at all times for items that may be of interest to the South East Water (e.g. leaks, paint condition, poor positioning of fixtures and fittings)
  - iii. Always use caution in approaching the inlet/outlet areas. Common inlet/outlets can change flow directions without warning so the diver should always be aware of water movements when adjacent to a penetration
  - iv. The diver is to remain low and at least 2 m away from a live outlet to avoid the suction area
  - v. Divers changing over shall brief their replacement diver on any details relating to safety likely to be encountered
  - vi. Upon completion of cleaning, move all equipment to the entry point area and lift to the surface
  - vii. Following cleaning, all equipment shall be checked off to confirm that nothing has been left in the tank or reservoir
  - viii. Record details of the cleaning operation and any recommended improvements from the diver debriefing for future use; and
  - ix. Ensure that the tank or reservoir and surrounding security arrangements are locked and the site left tidy.
- h) The Industry Partner shall record details of the reservoir inspection on the report. In addition to the written report, the Industry Partner shall also prepare and provide still photographs showing the internal condition of the reservoir and all key components covered by the inspection and CCTV footage of the interior of the reservoir.
- i) Upon completion of the inspections a detailed report on the site is to be presented to the South East Water. The internal inspection and reporting for each reservoir include, but are not limited to the following items:
- i. Walls (coating/liner condition)
  - ii. Columns (structural supports)
  - iii. Floor
  - iv. Wall and floor joints
  - v. Internal ladder
  - vi. Inlet
  - vii. Outlet
  - viii. Scour
  - ix. Overflow
  - x. Instrumentation
  - xi. Cathodic protection system
  - xii. Roof framing
  - xiii. Roof sheets
  - xiv. Sediment (if any – colour, composition, depth, etc.)

- xv. Any debris or foreign objects.
  - xvi. Condition of the floating covers (if present).
- j) The following condition should be referred to and adopted in the reporting of the condition of the reservoirs:

Level	Condition	Description
5	Very Poor	Urgent renewal/upgrading required
4	Poor	Renewal required
3	Average	Maintenance work required
2	Good	Only minor maintenance work required
1	Excellent	No work required

## 15.4 Post Cleaning

- a) South East Water will carry out a condition assessment (on drained tanks only) or inspection (on tanks cleaned by divers) after the tank has been cleaned. If the tank walls and floor have not been cleaned to the satisfaction of South East Water's Representative, the Industry Partner will be required to re-attend and perform further cleaning at no extra cost.
- b) The Industry Partner must remove any lock-out and tag-out of assets they have put in place prior to leaving site and advise South East Water's Representative when they have done so.
- c) Following the completion of the condition inspection and any remedial works, South East Water will refill any drained water storage as per the instructions outlined in the OCCP. The tank will then be returned into the system for normal operation.

## 16. Tee Removal and Installation of Dual Fire Service Assemblies

### 16.1 General

- a) This section relates to associated scheduled works for removal and installation of Tees on water mains and Dual Fire Service Assemblies installation for 3rd Parties. These requests generally result from construction of a new property or group of properties requiring a fire service installation.
- b) The Industry Partner is only responsible for installing and/or removing the Tee and for installing the dual fire service assemblies. This responsibility includes:
  - i. The effective draining of water from the main, including provision of appropriately sized pumps;
  - ii. Determining fitting requirements (size, quantity, and type); and



- iii. All planning and preparation requirements, including but not limited to informing the property owner or their representative of excavation requirements.
- c) Associated works such as road-opening/consent fees, excavation costs, reinstatement, and traffic management is the responsibility of the applicant (i.e. the property owner or their representative: the builder and his plumber).
- d) A cancellation fee will be paid to the Industry Partner in instances where the Industry Partner is unable to conduct the planned Tee removal/installation and the planned dual fire service assembly's installation due to responsibilities of the 'property owner or their representative'. Prior to the cancellation of a task, the Industry Partner must inform the property owner or their representative of the issue and allow 30 minutes for them to rectify the issue which is preventing works from proceeding. When a cancellation fee is requested, evidence in the form of photographs and description of the circumstances involved and site conversations held must be provided within the Works Management System. Payment for cancellations will be made in accordance with the rate for 'Tee Removal & Installation – Cancellation Fee' (a Schedule to the Agreement).
- e) Shutdown and recharging of the water supply system to carry out a Tee installation or removal and Dual Fire Service Assemblies Installation will be as per Sections 4. and 5. of this document and is included in the Schedule of Rates.
- f) Engagement with customers as part of the planning process for the removal and installation of Tees and Blank Plates and for the installation of Dual Fire Service Assemblies is a key element of these works and is included within the Schedule of Rates. Obligations regarding customer engagement, water shutdown timing and provision of alternative water supplies are to be consistent with Sections 4. and 5. of this document.
- g) In certain circumstances, and only where prior approval has been received from South East Water's Representative, the Industry Partner must provide an alternative water supply to customers using a large mobile water tanker. Payment for this activity will be made in accordance with the rate for 'Temporary Water Supply - Mobile Tanker' (a Schedule to the Agreement).

## 16.2 Insertion of Tees

- a) The Industry Partner must install Tees on water mains at such times and locations as directed by South East Water's Representative.
- b) Payment for installing Tees shall be made based upon the number of Tee Piece installations carried out by the Industry Partner. Payment for this activity will be made within the appropriate Schedule of Rates for 'Tee Removal & Installation' (a Schedule to the Agreement). At the direction of the South East Water Representative, the Industry Partner may be directed to provide a Quote for these works.
- c) Upon approval from the South East Water's Representative there may be times where an under pressure tapping can be completed in lieu of a Tee installation. In this instance payment will be made within the appropriate Schedule of Rates for 'Tee Removal & Installation' (a Schedule to the Agreement).
- d) Where a vertical tapping is required and additional fittings are required to bring the connection back to horizontal (e.g. connection of a 90-degree bend and isolation valve), this will be considered as being included within the applicable Schedule of Rates.
- e) The use of inline stoppers may be used to reduce impact on customers. Payment for installation of line stoppers will be through the relevant UTA for this activity (a Schedule to the Agreement) or by provision of a quotation if directed to by South East Water's Representative.



## 16.3 Removal of Tee Pieces

- a) The Industry Partner must remove Tees and reinstate water mains at such times and locations as directed by South East Water's Representative.
- b) When it is necessary to maintain a continuity of supply to customers during normal working hours, as determined by South East Water's Representative, the Industry Partner must remove Tees outside of normal working hours.
- c) Payment for this activity will be made within the appropriate Schedule of Rates for 'Tee Removal & Installation' (a Schedule to the Agreement). At the direction of the South East Water Representative, the Industry Partner may be directed to provide a quote for these works.
- d) Blank Plate Installation instead of Tee Removal:
  - i. The Industry Partner may install a Blank Plate on a valve connected to a Tee that cannot be removed where prior approval from South East Water's Representative has been obtained. The valve must be shut and the spindle cut off below surface level so as to prevent any future operation.
  - ii. Payment for this activity will be made within the appropriate Schedule of Rates for 'Tee Removal & Installation – Blank Plate Valve' (a Schedule to the Agreement).

## 16.4 Installation Dual Fire Service Assemblies

- a) The Industry Partner must install dual fire service assemblies on water mains (Including mains with sizes <225mm that are slip lined) at such times and locations as directed by South East Water's Representative.
- b) Payment for this activity will be made within the appropriate Schedule of Rates for 'Dual Fire Service Assemblies Installation' (a Schedule to the Agreement). Works performed outside of normal business hours are considered to be included in this rate.
- c) At the direction of the South East Water Representative, the Industry Partner may be directed to provide a quotation for these works.
- d) The use of inline stoppers may be used to reduce impact on customers. Payment for installation of line stoppers will be through the relevant UTA for this activity (a Schedule to the Agreement).
- e) When it is necessary to maintain a continuity of supply to customers during normal working hours, as determined by South East Water's Representative, the Industry Partner shall install dual fire service assemblies on water mains outside of normal working hours.
- f) The Industry Partner must follow MRWA codes and practices for installation of Dual Fire Service Assemblies, which includes corrosion protection of bolts and thrust support.

## 17. Inspection and Maintenance of Sample Taps

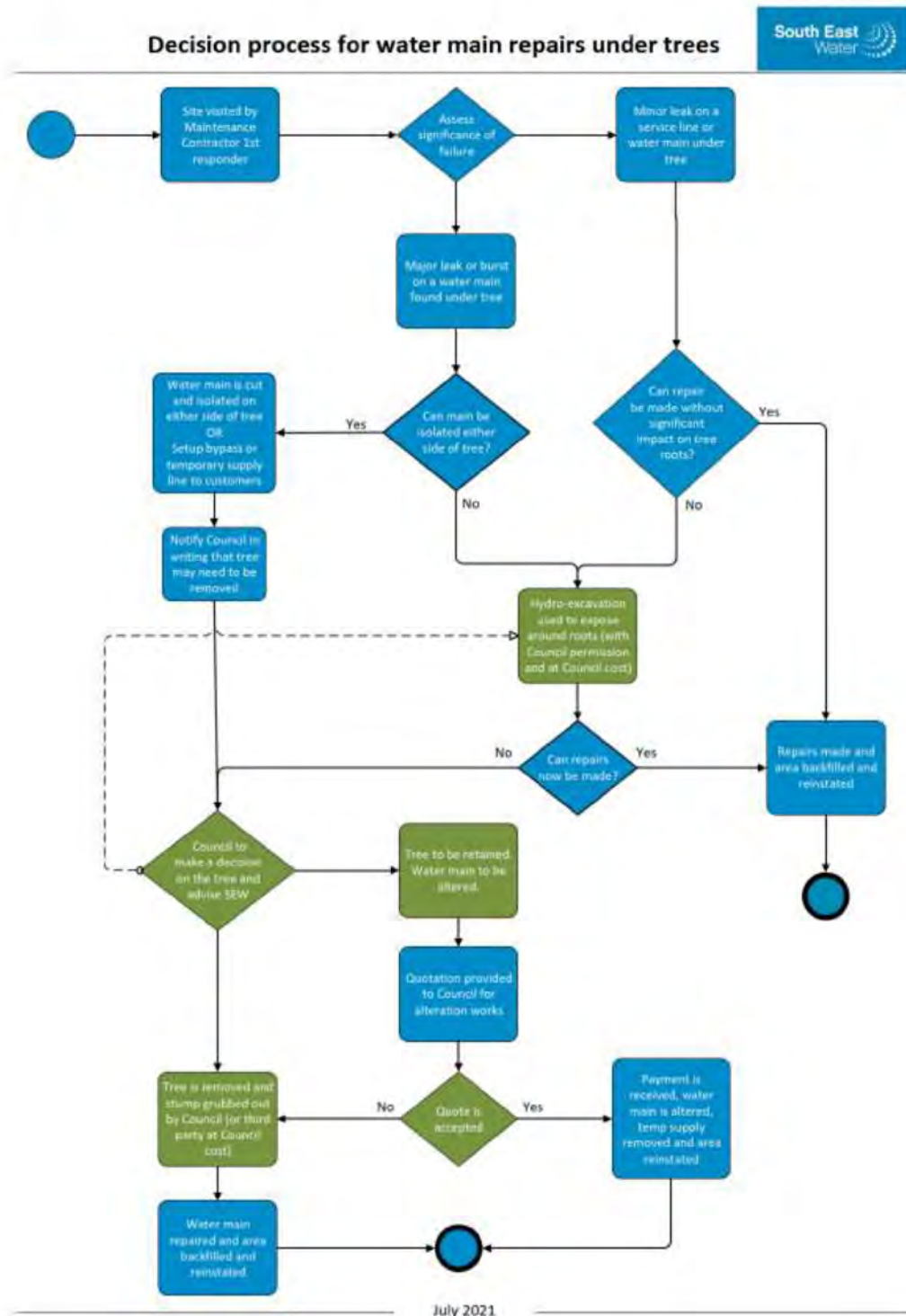
- a) Inspection and Maintenance of Water Quality Sample Taps is a Scheduled Maintenance activity that will be issued via work packages. These taps are used to draw water from

the network and test for micro-biological contamination of the water supply on a routine basis by others.

- b) Works involved with these programs include locating, inspecting, clearing and removing vegetation, running the tap to ensure there is no debris inside it, replacing damaged dust caps and liaising with the property owner if required.
- c) For each work package a report must be produced by the Industry Partner using the relevant SI form in the Works Management System which must include details of any defects or unlocatable assets
- d) There should be no overhanging trees or shrubs above the Sample Tap, or other objects which could cause the tap to be contaminated by insects, birds, or animals through direct contact or by being perched above it.
- e) The Sample Tap should be at least 100mm above the ground and clear of any leaf litter, mulch or soil. Otherwise, the Industry Partner is to decommission the existing tap and install a new one in a suitable property ideally in the same street or within a few streets. Record the property address of the new tap in the Special Information (SI) form.
- f) Record if there is any evidence of rust on the Sample Tap on the SI form. These will be scheduled for future replacement.
- g) The total work time spent locating, adjusting or working on a Sample Tap in this Scheduled Maintenance Inspection program should not exceed 10 minutes on average. The Industry Partner must report all defects that cannot be fixed within this average timeframe on the SI form in the Works Management System. Data entry for this activity must be completed on site before moving to the next asset.
- h) Any Sample Tap found in a dangerous condition or likely to cause risk to the public must be made safe or rectified immediately and the details noted in the SI form.
- i) If the asset cannot be made safe, the Industry Partner must request an emergency task be created by contacting the Communications Centre or South East Water's Representative and undertake the necessary works to eliminate the hazard. If the Industry Partner is not able to rectify the hazard, they must wait on-site until another crew can attend. Payment for waiting onsite for another crew to arrive will be made as a Service Call.
- j) If a Sample Tap, or other fitting on a meter assembly is discovered to be leaking during any Scheduled Maintenance activity, the Industry Partner must attempt to repair the leak by tightening the bolts, meter couplings, or bonnets on stop taps etc. If this does not seal the leak, the Industry Partner will record it in the SI form for repair at a later date. Payment for this activity is deemed to be included in the Scheduled Maintenance Rate.
- k) Industry Partners engaged in this scheduled maintenance activity are expected to carry the appropriate tools and equipment to perform the specified activities.
- l) Where a Sample Tap requires no work upon inspection, the 'Inspection and Maintenance of Water Quality Sample Taps' rate will be paid.
- m) Before and after, time stamped, geo-referenced photos of the Sample Tap inspected or worked on must be taken and attached to the Works Management System task component. The asset ID of the Sample Tap must be part of the file name for the photo. Tasks completed without photos compliant with this clause will not receive payment.



## Attachment 1: Decision process for repairs under trees



## 18. Water Mains Cleaning

### 18.1 General

- a) Definitions specific to Water Mains Cleaning:
  - a. Flushing – hydrants are opened, and water is flushed through at high speed to remove the natural build-up of sediments.
  - b. Air Scouring – a mixture of water and compressed air is forced into the mains to remove sediment and maintain disinfection levels within the water supply network.
  - c. Ice-pigging – a thick ice slurry (mixture of semi-solid ice and water) is pushed through the main and removed from a hydrant. This method uses minimal water and is environmentally friendly.
  - d. Swabbing – a large 'sponge' is propelled by water pressure and pushed through the main to remove sediment and debris.
- b) Due to the nature of the work, white water being present during the recharge is highly likely. Additional allowance in the Schedule of Rates is to be made for management of white water and no additional costs are to be claimed for flushing due to white water.
- c) Cleaning of water mains shall be undertaken as planned works activity and will be provided as area-based packages of works. Prior to the commencement of cleaning works, the Industry Partner shall submit a Cleaning Plan for approval. The Cleaning Plan shall detail the section of main to be cleaned, isolation points, method of access to the main, method of cleaning, application insertion/extraction points, water disposal point and any other relevant information.
- d) South East Water will nominate the appropriate water mains cleaning method to be used to appropriately clean the nominated water mains.
- e) Swabbing of pipelines using foam swabs shall be in accordance with WSA03-2011 Clause 18 unless otherwise approved by South East Water's representative. Alternative methods of swabbing may be used subject to approval.
- f) The preferred access to the water main for cleaning is to use selected hydrants and any other existing fixture on the water main. Where no suitable access is available, the Industry partner must recommend an appropriate access point for assessment by South East Water's representative.
- g) The Contractor shall ensure that silt, debris, runoff, etc is prevented from entering water mains.
- h) As water main cleaning works require Water Supply Network Shutdowns and Recharge, the relevant clause in Section 4 apply to these works. As part of a Planned Shutdown, the relevant written notice applicable for this Scheduled Maintenance activity provided by SEW will be required. Refer to Section 4.3.2 Planned Shutdowns.
- i) The shutdown and recharge of large water mains (225mm and above) have special conditions as per Section 4. Programming of works for large water mains may be restricted to winter periods for large pipelines.
- j) Prior to shut down, affected property stop taps are required to be turned off during the allowable shutdown period. Post clean stop taps are required to be turned back on. During this, ensure that affected water meters are defrosted prior leaving site.
- k) Recorded volume of water used must be documented. The recorded volume must contain the raw measurements followed by calculations to determine the approximate volume of water used.
- l) The contractor shall use a Metered Standpipe, <https://www.rmc.com.au/project/standpipes/> or other approved methodology in place to record non-revenue water usage in the relevant SI form.

- m) Works shall be programmed to minimise disruptions. Industry Partners should avoid conducting Water Supply Network Shutdowns that will affect a property during ESC Peak Times and for more than two consecutive days in a row if a property is affected multiple times within an issued work package.
- n) Time stamped, geo-referenced photos must be taken and attached to the Works Management System Task. Tasks completed without sufficient photos as evidence of work compliant with this clause may be rejected for payment.
- o) Where possible, to minimise noise and artificial light pollution impact on customers, night works should be avoided.
- p) For each work package a report must be produced by the Industry Partner using the relevant SI form in the Works Management System which must include details of chlorine and turbidity test.
- q) Any asset damage identified associated with the works or other unrelated network issues and failures must be immediately reported to South East Water's Representative.
- r) Occasionally, SEW may require the Industry Partner to urgently undertake water mains cleaning in a specific area in response to a network issue. Therefore, the industry partner will need to have the ability to mobilise within 7 days.
- s) Payment will be made within the applicable Schedule of Rates for 'Water Mains Cleaning- Air Scouring or 'Water Mains Cleaning- Ice Pigging'. All planning, notifications, shutdown and recharge works associated with these activities are included with the Schedule of Rates.



## Specifications – Sewer

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# Water and Sewer Maintenance Services Agreement

## Schedule 4 - Specifications

### Part 3: Sewer Cleaning & Civil

Version	Issue date	Approved for issue Name / role / date of approval	Comment
1.0	25/8/21	Prerna Ramamurthy/Group Manager - Maintenance/25/8/2021	

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# 1. General Items

## 1.1 Glossary of defined terms

The glossary terms provided within the General Requirements applies to this document for consistency of interpretation of the Specification. Should a common term be defined differently in the glossary of both the Agreement and the Specification, the definition contained within the Agreement takes precedence.

## 1.2 Services Description

- a) The Industry Partner will provide Sewer Services, in accordance with this Specification, relating to the Sewerage System, Pressure Sewer System and Class C Recycled Water assets owned by South East Water.
- b) The Sewerage System comprises all pipes and their associated fittings and structures, including those related to Treatment Plants.
- c) The Sewerage System comprises all property connection branches (PCB's), reticulation sewers, branch sewers, main sewers, trunk sewers, rising mains and their associated fittings and structures including those for/in Recycled Water Treatment Plants.
- d) Associated fittings include but are not limited to branches, bends, junctions, traps, vents, valves, reflux valves, air valves, jump ups and penstocks, etc.
- e) Maintenance Structures include but are not limited to Maintenance Holes (MH), chambers (MC), shafts (MS) Inspection Shafts (IS), Head Walls, Valve Pits, Emergency Relief Structures (ERS), Syphons, Sewage Pump Stations (SPS), Vent Stacks, Gas Check Maintenance Structures (GC MH's), Water Seals (WS) Detention/Contingency Tanks and Recycled Water Treatment Plants.
- f) The Pressure Sewer System comprises all assets downstream of the on-property Pressure Sewer tank including but not limited to Pressure Sewer connections, reticulation and transfer pipelines, fittings, valves and structures.
- g) Class C Recycled Water assets includes but not limited to pipelines, fittings, valves and structures.
- h) Sewer Services/Activities include, but are not limited to:
  - i. Reactive clearance of Sewer Blockages in property connection branches (PCB's), reticulation sewers, branch sewers, main sewers, trunk sewers, rising mains, gas check Maintenance Structures and syphons;
  - ii. Planned and reactive inspections either physical or using equipment (i.e. CCTV);
  - iii. Reactive and Planned cleaning of Wet Wells;
  - iv. Planned sewer cleaning activities;
  - v. Network Support;
  - vi. Excavation/trenching/tunneling to facilitate repair or renewal of sewers;
  - vii. Sewer network rehabilitation (e.g. patching of sewer mains, maintenance structure rehabilitation, PCB relining);
  - viii. By-pass pumping and flow management;
  - ix. Investigation and rectification of Subsidence's;
  - x. Response and rectification of sewer ventilation structures;

- xi. Maintenance structure renewals, alterations and modifications (including but not limited to cover adjustments, Step Irons, Ladders, Drop Pipes, Concrete Chases, Dead Plates, Landings etc.);
- xii. Sewer Civil Network Support, Sewer Spill Containment and sewer spill environmental clean-up;
- xiii. Sewer Incident management and large-scale works;
- xiv. Pressure Sewer System maintenance services;
- xv. Class C Recycled Water maintenance services.

### 1.3 Availability and Work Prioritisation

- a) It is important that the Industry Partner correctly assesses the complexity of the Task and allocates the appropriate equipment/resourcing.
- b) The Industry Partner must have 24-hour availability of all equipment, labour and resources necessary for them to complete all obligations.
- c) Industry Partners must utilise up to date technology and equipment in every effort to minimise inconvenience to South East Water's customers.
- d) Workloads can vary as dependent on seasonal conditions and operational needs. It is expected that the Industry Partner will be able to meet South East Water's requirements.
- e) The Industry Partner is expected to meet the response and rectification times for each Task as described in this Specification according to the Priority Level (a Schedule to the Agreement).
- f) South East Water can instruct an Industry Partner to stop working on any awarded Task. Where an Industry Partner has commenced work on a Task, then South East Water will reimburse the Industry Partner all reasonable costs incurred by the Industry Partner at the Scheduled rate of the task they were performing.
- g) South East Water can also vary the priority level of an awarded Task, regardless of whether the Task has commenced.

### 1.4 Maintenance Activities

#### 1.4.1 Reactive Maintenance

- a) Reactive Maintenance can take the form of urgent or non-urgent works. The priority of the Task will determine the urgency:
  - i. Priority Level 1 to 5: urgent
  - ii. Priority Level 6 to 7: non-urgent
- b) In order to meet the response compliance, field staff must be on site and the repair works must have started.
- c) The Industry Partner must record all necessary information for Tasks Awarded on South East Water's Works Management System. This includes the completion of relevant Special Information (SI) forms including, but not limited to:
  - i. Excavation Repairs;
  - ii. Sewer Clean;



- iii. Sewer Patch Installations.
- d) The Industry Partner must report to South East Water any additional maintenance requirements observed during Reactive Maintenance Tasks in the following manner:
  - i. Non urgent requests will be reported via an Action Request in South East Water's Works Management System;
  - ii. Urgent requests will be reported via direct communication with South East Water's Representative; and
  - iii. Photos will be required in the following situations:
    - a. Site safety setups;
    - b. Evidence of works outside the Upper Total Allowances (UTAs) for Additional Payment;
    - c. Materials used;
    - d. Where follow-up work is required/recommended;
    - e. Upgrade of assets; and
    - f. Asset replacements.
  - iv. All photos are to be attached to the Task via the Works Management System.
- e) The primary source of identification of Reactive Maintenance Tasks is from South East Water's faults and emergency Customer Contact Centre. Additional critical SCADA Alarms for South East Water's Wastewater network that trigger a Reactive Maintenance response include, but are not limited to:
  - i. Spill Level Alarm;
  - ii. High Level Alarm;
  - iii. Low Frequency Alarms;
  - iv. Inflow alarm; and
  - v. Burst alarm.
- f) The Industry Partner must respond to the Awarded Tasked within the Priority Level and diagnose the cause of the Sewer Blockage, with a primary focus of making the site operational again and ensuring that there is no interruption of service or a spill from the sewerage network.
- g) Where an immediate resolution cannot be achieved, the Industry Partner will be expected to implement a temporary solution (i.e. flow management) in order to temporarily restore service. In these circumstances, the Industry Partner shall consult with South East Water's Representative on the Sewer Blockage/defect and recommend a solution.
- h) Reactive Maintenance tasks may include additional tasks where the Task is the secondary task created in the event additional services are required. Reactive Maintenance tasks are likely to be as the result of a previous Task and/or Action Request.



### 1.4.2 Scheduled Maintenance

- a) The Scheduled Maintenance program is comprised of cleaning, inspection and repair tasks on the sewer network. These tasks will be issued at South East Water's discretion, along with associated prioritisation and timeframes.
- b) These Tasks will generally be issued via South East Water's Works Management System on the first day of each calendar month as Priority Level 9 tasks to be completed within 30 days of award. Alternately will be issued as a Priority Level 10 based on an agreed timeframe with South East Water's Representative.
- c) Some Scheduled Maintenance Tasks can require a higher frequency of works and may be required to be completed within shorter timeframes (e.g. within 7 days).
- d) Job volumes can fluctuate due to seasonal impacts or budgetary constraints. The amount of Planned Maintenance and Schedule Maintenance can reduce dependent on the volume of Reactive Maintenance activities (e.g. if reactive activities increase then the planned and scheduled maintenance may be reduced to cater for the increase of reactive works thereby balancing forecast budgets).
- e) The Industry Partner must record all necessary information for Tasks Awarded on South East Water's Works Management System. This requirement is comprised of the recording of SI details including, but not limited to:
  - i. Inspection forms;
  - ii. Condition Assessments; and
  - iii. Undertaken works.
- f) The Industry Partner must report to South East Water any additional maintenance requirements observed during Scheduled Maintenance Tasks in the following manner:
  - i. Non urgent requests will be reported via an Action Request in South East Water's Works Management System.
  - ii. Urgent requests will be report via direct communication with South East Water's Representative.
- g) Photos will be required in the following situations:
  - i. Where follow-up work is required/recommended;
  - ii. Evidence as per the inspection carried out; and
  - iii. Site setups.
- h) All photos are to be attached to the Task via the Works Management System.
- i) Payment associated with the provision of Scheduled Maintenance Tasks will be made within the applicable Upper Total Allowance (UTA) for 'Scheduled Maintenance Tasks' and include all transport costs for waste disposal (a Schedule to the Agreement).
- j) The Industry Partner is expected to work with South East Water in the delivery of the Scheduled Maintenance Program to identify efficiencies. South East Water may require the Industry Partners to carry out additional works while carrying out Scheduled Maintenance tasks. South East Water's Representative and the Industry Partner will agree on the payment method for

those additional services to be performed through creation of additional tasks on the Works management system.

### 1.4.3 Quoted Works

- a) Quoted Works typically will be requested for Tasks that derive from outside the 'Sewer Services' specification where works are usually of a capital upgrade on the sewer network. Quoted Works will be available to the Industry Partner and other Industry Partner's and will be tendered on a Fixed price basis.
- b) Quoted Works will generally include but not be limited to aspects of removal, supply, upgrade, rehabilitation and construction of assets on the sewer network.
- c) The issue and Industry Partner response to Quoted Works will be tracked via a prioritisation assigned within South East Water's Works Management System.
- d) Cost incurred in responding to a tender will be at the expense of the Industry Partner.

## 1.5 General Work Activity Requirements

- a) South East Water's Representative is to be included in all correspondence/permits/plans when dealing with other authorities (e.g. utilities, councils, VicRoads, etc.) regarding works planning and approval. All relevant plans and subsequent permits must also be submitted with Task close out within South East Water's Works Management System.
- b) Water for the hydraulic cleaning process must only be taken from hydrants on water mains that are greater than 150mm in diameter. All vehicles that withdraw water from South East Water's water mains are required to hold a valid Hydrant Permit and have a Water Usage Tracking Unit installed. This can be arranged through South East Water.
- c) All sewer cleaning and Sewer Blockage clearing work must have a basket inserted into the downstream Maintenance Structure. The basket size is determined by the size of the chase in the Maintenance Structure (e.g. if the sewer downstream is 300mm or greater a basket no smaller than 225mm must be used). Photographic evidence must be provided of the basket in the downstream maintenance structure. It is the intent that these baskets capture any large dislodgement of fats, roots and debris.
- d) When selecting the pipe system for use in repairs, consideration must be given to advantages and disadvantages for each material as described in the WSAA Sewerage Code: Products and Materials. For example, plastic pipes should not be used in areas where there is the possibility of organic compounds being present (petrochemicals, etc.).
- e) For the repair of rising main failures, repair materials and methodology must be in alignment with directions from South East Water's Representative.
- f) Where a Maintenance Structure(s) is identified as located within the boundaries of a private property, or maintenance services require access through a Customer's property, the affected Customer(s) must be notified in accordance with South East Water's Customer Charter.
- g) A Task will not be regarded as having achieved Completion until the network has been restored to its state prior to starting the Task (including but not limited to



settings of valves, switches, restoring flows), except to the extent that the purpose of the Task required the state to be altered permanently.

- h) If the Industry Partner believes the resultant settings from a Task are inconsistent with South East Water asset information (e.g. GT viewer, Montage), the Industry Partner should escalate the matter immediately to South East Water's Representative for direction as to the status in which the valve, switch or similar is to be left on completion of the Task.
- i) Any damage/defects caused to South East Water's Networks as a result of works carried out by the Industry Partner will be borne by the Industry Partner. This is inclusive of damages/defects occurred upon commencement of an activity up until the work is completed and Work Warranties apply (e.g. installation of plugs, inflating relining packers).
- j) Upper Total Allowances (UTAs) are to include all associated Traffic Management and transport for disposal to depot or directly to other EPA approved facility.
- k) The UTA 'location' that will be applied for linear assets will be the location where the majority of repair works are undertaken. For example, if more than 50% of the repair is within the road surface, then the 'roadway' location UTA would apply.
- l) For non-linear assets, the area of repair which embodies the majority of the repair location will be the UTA 'location' that will apply.
- m) If additional rectification works are detected and require repair during excavation works, South East Water may consider an additional repair UTA. However, the additional UTA will require the Industry Partner to contact South East Water's Representative and provide photographs clearly demonstrating the requirement for any additional excavation.
- n) Should an allocated task be identified as not a South East Water asset, with no South East Water asset in the vicinity and no work has been carried out, then a "Service Call" is to be claimed along with the provision of relevant supporting documents/photos.
- o) Industry Partner must use South East Water issued Customer Notification Cards for access requirements onto their properties, notification of additional works required on the customer's sanitary drain and at the completion of works. The notification cards are pre-printed cards supplied by South East Water.
- p) No additional claims for quarry products, top soil, or consequential damage to surrounding areas (e.g. removal of additional bitumen or concrete) will be considered outside of the agreed UTA prices.

## 1.6 Defects Liability Periods

### 1.6.1 General

At any time during the Defects Liability Period, South East Water can:

- a) Notify the Industry Partner of any Defect that South East Water reasonably considers to be related to the Industry Partner's Works;
- b) Require the Industry Partner, at the Industry Partner's cost, to remedy the Defect within the period determined by South East Water, having regard to the nature of the Defect; and
- c) At its discretion, undertake, or procure the undertaking of Reactive Maintenance in respect of any such Defect and pass the costs back to the Industry Partner.



### 1.6.2 Blockages

- a) The Industry Partner must provide a guarantee of no further Sewer Blockages on lengths of pipes (Maintenance Structure to Maintenance Structure) in the sewer system (excluding Property Connection Branches) for a period of 12 months following the execution of 'Reticulation and Branch Main cleaning (including Proof of Clean)', 'Reticulation and Branch Main cleaning (without Proof of Clean)', 'Reactive Sewer Cleaning' activities and 'Scheduled Sewer Cleaning' services and for a period of 24 months following the execution of 'Root Foaming'.
- b) The inability to clean from the downstream Maintenance Structure does not provide an exemption from a warranty claim by South East Water if there are further Sewer Blockages within the 12-month period.
- c) The Industry Partner must provide a guarantee of no further Sewer Blockages in a Property Connection Branch for a period of 6 months unless extenuating circumstances apply (such as a broken pipe or an object which was able to be retrieved).
- d) Costs associated with returning to clear a Sewer Blockage covered by the 12 month period (or 24 month period when associated with 'Root Foaming') are to be met by the Industry Partner unless extenuating circumstances can be proven (such as a structural failure of the sewer, a fat build up in a trade waste situation or if the Sewer Blockage was due to an object which was able to be retrieved).
- e) Retrieval of CCTV equipment and jetting equipment is incorporated into the UTA. Any costs for retrieval of any Industry Partner equipment will be paid at Time and Materials at South East Water's sole discretion (i.e. in consideration of circumstances surrounding cause of equipment loss). Retrieval should include at a minimum city rods/secondary jet under guidance by CCTV. Equipment that has been lost/damaged as occurred due to failure of the network will not be reimbursed by South East Water.

### 1.6.3 Sewer repairs via excavation

All excavation works will be subject to a 24-month Defects Liability Period.

### 1.6.4 Trenchless Repair

- a) The Industry Partner must provide a guarantee of any trenchless repair in the sewer system for a period of 36 months following the execution of 'Trenchless Repair Activities'.
- b) Costs associated with returning to rectify a failed repair are to be met by the Industry Partner unless extenuating circumstances can be proven.

## 1.7 Field Records

- a) The Industry Partner is required to check the accuracy of South East Water asset plans and records when undertaking a Task, and in the event of any discrepancy to provide 'as-constructed' Field Sketches before the Task will be regarded as having achieved Completion.
- b) Field sketches are to be completed when the Industry Partner finds incorrect or missing data associated with South East Water Asset plans and records. When changes or repairs are made to the sewer network, as-constructed Field Sketches must be submitted in a timely manner for update of South East Water's GIS with the task on South East Water's Works Management System.

- c) Photographic evidence of site conditions prior to the commencement of work must be taken and will include, but not be limited to, the any pre-existing damage or general deterioration of existing buildings, fences and/or other structures (i.e. cracks or defects in walls/brickwork, concrete paths, driveways/crossings etc.) which existed prior to any works, in and about where any of the works are proposed to commence including thoroughfares for vehicle and/or plant access, etc. These photographs must be attached to the Job/Task in South East Water's Works Management System or by other means as approved by South East Water's Representative.
- d) Photographs are to be taken during various stages of a Task (e.g. A connection, broken pipe, completed task, reinstatement works, defects, use of material) and attached to the Task in South East Water's Works Management System, or by other means as approved by South East Water's Representative. Mandatory photographs include, but are not limited to:
  - i. Initial site and location proposed work location;
  - ii. Site setup including site safety and delineation;
  - iii. Defect and/or cause of the defect;
  - iv. Materials used to repair the defect;
  - v. Reinstatement of site;
  - vi. Additional evidence to support additional claims;
  - vii. Additional requirements set out in technical specification; and
  - viii. Additional requirements of SI forms / documentation.
- e) Where photos are requested or specified, they must be:
  - i. A digital image, date-stamped, geo-referenced, clear, focused, and a maximum size of 1MB;
  - ii. For photos of less than 1MB in size care must be taken to ensure the resolution and detail of the photo is of sufficient quality to clearly see the subject matter; and
  - iii. If photos are taken of a Maintenance Structure or other structure, then the photo name should reflect this (e.g. CRO5-119.jpg, CRO5-119(2).jpg, SPS432-WetWell, etc.).

## 2. Capabilities

### 2.1 Staff Training and Qualifications

- a) All staff employed by the Industry Partner must be suitably qualified and are required to have undertaken the relevant accredited training to deliver the range of assigned maintenance activities. These activities include, but are not limited to, the following:
  - i. Undertaking planned and ad-hoc maintenance tasks to ensure equipment is working as required and is compliant with safety regulations;
  - ii. Operation equipment to the relevant Australian Standard and or Manufacturers guidelines;



- iii. Diagnosing faults with equipment and troubleshoot in order to minimise equipment downtime and ensuring that critical services remain operational; and
  - iv. Implementing preventative maintenance measures and scheduling regular maintenance and cleaning programs, in addition to providing operational support and training to other staff.
- b) Specific training and qualifications that are required include, but are not limited to, the following:
  - i. Construction Induction Training;
  - ii. Manual handling;
  - iii. Confined space entry, to be updated yearly;
  - iv. Working at heights;
  - v. Trenching and shoring;
  - vi. Pipe laying;
  - vii. Conduit inspection;
  - viii. Fitter and turner course for pipe connection;
  - ix. High pressure water jetting (to be completed as per Australian standard); and
  - x. Working with children check.
- c) South East Water periodically reviews its safety and quality approach, a South East Water Representative will advise the Industry Partner of changes to the minimum training expectations. The Industry Partner may apply a higher standard of minimum training required.

## 2.2 Supervisor Roles and Responsibilities

- a) The Industry Partner's site supervisor roles are to be filled by experienced and suitably qualified personnel who exist to provide guidance to, and oversee, field crews in the delivery of allocated maintenance tasks. Supervisors should be aware of the range of challenges that can be encountered in the delivery of maintenance activities and must lead and motivate their team and delegate required tasks.
- b) The Supervisor should be the primary point of contact for technicians and field crews in assessing required methodologies to complete tasks and is expected to escalate matters as required and stipulated in this specification to South East Water's Representative.
- c) Onsite responsibilities for supervisors include providing field guidance and supervision to teams during, but not limited to, the following range of events:
  - i. Spills and associated clean ups;
  - ii. Restoring service to sewer reticulations / Property Connection Branches;
  - iii. Installation and correct use of trench support for depth and conditions (e.g. Existing services, ground conditions);
  - iv. Jetting from upstream to downstream;
  - v. Jet hose stuck/obstructed;



- vi. Camera flipped or caught in pipe;
  - vii. Accessibility and location issues (i.e. Maintenance Structure location);
  - viii. Complex programmed maintenance tasks (e.g. Sewer Pump Station wet wells);
  - ix. Tracing to confirm extent of spills in other authority networks (e.g. stormwater);
  - x. Customer issues;
  - xi. Stakeholder management; and
  - xii. For the duration of any declared incident.
- d) Operators and/or persons responsible for identifying and recording defects, service conditions, construction features, for preparing reports and operating equipment must hold, or show evidence of progression to attainment of, qualifications as identified in the Conduit Inspection Reporting Code of Australia WSA 05, or other suitable qualifications as agreed with South East Water. These are currently listed as:
- i. NWPNET037 – Inspect Sewer or Stormwater Assets (previously NPWNET016); and
  - ii. NWPNET059 – Supervise and Report on Conduit Inspections (replaces NWPNET017).

## 3. Vehicles, Plant, Equipment and Materials

### 3.1 General

- a) The Industry Partner must provide suitably equipped and maintained vehicles, plant and equipment where applicable to meet the requirement for the services. Vehicles predominantly used to provide services under this contract must be clearly marked with South East Water branding (at South East Water's cost) and must be registered and insured as required by law in the State of Victoria, where applicable. Where such a vehicle is used in relation to work for another client, the South East Water branding must be masked.
- b) The Industry Partner must maintain a vehicle, plant and equipment list identifying all relevant vehicle, plant and equipment required to perform all services. The list is to be updated regularly and presented to South East Water's Representative on request. Routine vehicle, plant and equipment maintenance documentation is also to be presented to South East Water's Representative on request.
- c) The Industry Partner must supply South East Water, upon request by South East Water, an up to date list of equipment or plant, and how it will be sourced (e.g. in-house or external supplier). In respect of each supplier, it must provide a signed list of the equipment and plant that is available to the Industry Partner on a 24/7 basis. The list is to include any specialised equipment.

### 3.2 Vehicles

- a) The Industry Partner must have the ability to provide, in line with the priority set for the Task, the necessary vehicles to undertake the activity.

- b) For eduction vehicles, the following requirements apply:
  - i. Lift requirements down to thirteen metres are typically required by the Eduction vehicle. The selection, provision and operation of the Eduction vehicle (including suction hose diameter, length and fittings) must support the attainment of the highest efficiency and effectiveness of the cleaning process.
  - ii. Generally, only one eductor is required to support the wet well cleaning process. At a small number of sites, due to the volume of inflow or due to the wet well not being able to be isolated, multiple eductors may be required. Prior notification to South East Water's Representative must be provided in these circumstances.

### 3.3 Equipment

- a) The Industry Partner must have the ability to provide, in line with the priority set for the Task, the necessary equipment. Such equipment includes, but is not limited to the following:
  - i. Pipe inspection and locating equipment for the full range of pipe sizes for both Property Connection Branches, Reticulation and Branch Sewer mains.
  - ii. Blockage clearing and cleaning equipment appropriate for the full range of pipe sizes and materials, including the removal of all deposits and Sewer Blockage matter within a sewer.
  - iii. Equipment for both short term (e.g. silenced diesel pumps) and long term (e.g. electric submersible pumps) bypass pumping, including, but not limited to, suction and delivery hoses, plugs and associated fittings.
  - iv. Excavation equipment as deemed necessary to carry out activities in this Specification (e.g. trench support, lighting, excavators, hydro excavation, winches, compressors, fall from heights protection systems, confined space entry and rescue equipment, timber, ladders, etc.).
  - v. Suction and delivery hoses (minimum of 60 metres per vehicle) and associated fittings to optimise utilisation and effectiveness of eductor vehicles, including male and female camlock adaptors and reducers in 2", 3", 4" and 6".
  - vi. Self-contained traffic management capability for maintenance vehicles.
  - vii. Other equipment as deemed necessary to carry out activities in this Specification (e.g. hand rods, power rodding, sewer rooting machines, pressurised hydraulic wash down equipment, plugs, forced ventilation systems, bosun's chair, easement reels, sewer chase baskets, retrieval hooks, fall from heights protection systems, confined space entry and rescue equipment, barriers, signage, asset location equipment, brush pruning equipment, small vegetation removal equipment, line trimmer, temporary fencing, lawn mower, metal detectors, ground support such as timber, etc.).
  - viii. The Industry Partner is expected to provide eduction services / flow management as required for managing Sewer Blockages that are unable to be cleared in a timely manner to prevent a spill (e.g. to assist in management of flows whilst a sewer cleaning is being completed).
- b) There will be exceptional circumstances where the Industry Partner will be required to source specialist equipment to carry out works of an unusual nature. The cost of specialised equipment will be charged to South East Water at the



Line item rate and will not be inclusive of other charges as per invoice. Example of additional charges include transport costs, damage waiver, cleaning, etc.

- c) Such equipment includes, but is not limited to, the following:
  - i. Equipment for removal of grout and concrete (noting that an impact cutter and/or equivalent is to be included in the agreed Hourly Rates).
  - ii. Equipment for large diameter, deep sewers, and/or high flows where the control of electric pumps (such as float switches, install power, etc.).
- d) Any delay in obtaining any of the items in clause 3.3 c) above does not release the Industry Partner from their obligations to meet the response and rectification times for each activity. No costs will be charged to South East Water for any waiting times for additional resources, except for delays associated with dealing with other Authorities (e.g. utilities, councils, VicRoads, etc.) after 2 hours.

### 3.4 Materials

The Industry Partner must have the ability to provide, in line with the priority set for the Task, the necessary materials to undertake the activity.

## 4. Flow Control

### 4.1 By-pass Pumping

- a) By-pass pumping of the sewer may be required 24/7 to provide temporary control of the flow of the sewer to enable Reactive or Planned Maintenance works to proceed.
- b) By-pass pumping is classed as follows:
  - i. Minor By-pass Pumping – used, in conjunction with South East Water's Representative, when there are a small number of properties/customers affected (up to 11 properties); and
  - ii. Major By-pass Pumping – used, in conjunction with South East Water's Representative, when there are a significant number of properties/customers affected.
- c) Domestic flows (e.g. PCB) can be managed by the Industry Partner, however, consultation with South East Water is required regarding review and approval of the Industry Partner's proposed approach for commercial or multiple unit developments (e.g., 11 or more properties).
- d) When the Industry Partner is managing bypass pumping then the following will apply:
  - i. Bypass pumping will involve the setting up of a pumping system that will control the flow of the sewer to enable repair works to proceed.
  - ii. The selection of the correct equipment to ensure suitable bypass pumping is achieved will be the Industry Partner's primary concern. The design and setting up of pumps, pipe work and controls should be undertaken in a professional manner and in the case of minor bypass pumping, must be operational within 4 hours of receiving the request.
  - iii. The Industry Partner should take into consideration the location of customers in planning and selecting equipment to ensure, where possible, there is minimal inconvenience to due to noise and equipment location.



- iv. The Industry Partner can be directed by South East Water's Representative to remove any equipment deemed unsuitable. The cost of removal of the equipment will be at no additional cost to South East Water. Any selection of equipment should take into consideration the length of time it is to be used, the volume of inflow and the customer and environmental impact of pumping.
  - v. No additional payment will be made for minor bypass pumping of PCBs and reticulation sewers (up to 11 properties). This will be considered as being part of the relevant UTA item.
  - vi. Where the bypass pumping is major, which may involve the installation of large diesel pumps and/or mains power and suitable submersible pumps, payment for bypass pumps will be made at the applicable Bypass Pumping Hourly Rate inclusive of labour to monitor the pumping (e.g. size of pump - up to 100mm, 101mm to 150mm, 151 to 225mm).
  - vii. The Industry Partner is to provide pump curves and maintain associated records on their equipment/plant register. South East Water may have access to certain pumps which may be suitable. In these circumstances, and if they are not currently being utilised, they will be made available to the Industry Partner.
  - viii. South East Water retains the right to undertake direct management of by-pass pumping with assistance from other Industry Partners.
- e) There may be exceptional circumstances where the Industry Partner is required to source by-pass pumping to cater for high volume flows. As a guide, Table 1 contains a sample of some of the largest flows in South East Water's network based on current hydraulic modelling. These flow rates may vary onsite and as such are provided as a guide only.

*Table 1: South East Water Sewerage Catchment Flows*

Sewerage Catchment	Current PDWF (L/s)
Hallam Valley	803
Corhanwarrabul Creek	286
Blind Creek	225
Clayton East & West + Westall Road	222
Elster Creek	203
Mile Creek	391
Frankston	407
Dromana Portsea - Gravity	168

## 4.2 Eduction

In certain circumstances, by-pass pumping may not be the most suitable form of flow control. Eduction of the sewer may be required 24/7 to provide temporary control of the flow of the sewer to enable Reactive or Planned Maintenance works to proceed. In these circumstances, the following applies:

- a) Where eduction services have been identified as necessary to assist with flow control for excavation repair on sewer assets, the Industry Partner must provide these services and remains responsible for monitoring flows to ensure that no overflow of the sewerage network occurs during the sewer repair.

- b) As per clause 4.1 d) v, no additional payment will be made where flow management is inclusive in low flow tasks. This will be considered as being part of the relevant UTA item.
- c) Whilst monitoring flows, if the Industry Partner believes that there is a potential for an overflow, they are to contact South East Water's Representative to confirm that additional suitable eduction arrangements can be put in place to prevent an overflow. Photographic evidence should be used to support claim of additional eduction. Costs associated with additional eduction on a bypass setup will be borne by the Industry Partner.
- d) Flow management applies to situations which are associated with and without logistic services. Details regarding these requirements are captured within section 6.5 of this Specification.
- e) In the event of any long term Scheduled/Reactive eduction being required, South East Water's Representative will determine the best course of action.

### 4.3 Sewer Isolation (Plugging)

The Industry Partner is expected to be able to undertake both full sewer isolation plugging and partial (flow through) plugging as part of the works. While the Industry partner has full or partial flow isolation in place, the following applies:

- a) Inflatable plugs are only permitted to be used to isolate a sewer for a single period less than 48 hours in duration.
- b) Mechanical plugs are required for temporary isolation of sewers where isolation will exceed 48 hours.
- c) All planned isolations require approval from South East Water Representative on sewers greater than or equal to DN300 for Flow Management Plans.
- d) Approval from South East Water is required prior to commencement of the activity if any partial or full sewer isolation required. A minimum of 48 hours' notice is required by South East Water's Representative ahead of the planned start of works.
- e) All partial and/or full isolation plugging must use a Sewer Isolation SI Form completed in accordance to the activities onsite (e.g. insertion and removal of plug's time will be recorded onsite and not after the task has been put into "Work Complete").
- f) All plugs must have a unique identifier permanently marked on them.
- g) All plugs must be appropriately secured and tethered.
- h) When plugs are inserted in sewers (whether it is live or not), the plug should be temporarily tagged with a South East Water Job and Task Number and individual plug identification.
- i) A register of plugs must be maintained in the Industry Partner's "Equipment Register" and submitted to South East Water. The register shall contain the following information:
  - i. Plug ID;
  - ii. Plug Type;
  - iii. Plug Size;
  - iv. Age of Plug;
  - v. Plug last inspection Date; and



- vi. Frequency of Testing.
- j) Any delay in obtaining any of the services or equipment as set out in this clause does not release the Industry Partner from their obligations to meet Priority Levels set out in this Specification.
- k) The Industry Partner cannot claim waiting time for additional resources. Waiting time is only acceptable when waiting for a third party, such as an authority, for more than two hours.
- l) In the event of sewer isolation requiring plugging, payment associated for the Confined Space work, equipment, personnel included in both the insertion and removal will be within the applicable UTA for 'Confined Space Entry Maintenance structure works'.
- m) Photographic evidence and relevant 'Maintenance Hole inspection' and 'Sewer Isolation' SI Forms will be required for task submission.

## 5. Sewer Escapes

### 5.1 General

- a) In relation to all Tasks, the Industry Partner is to ensure that all reasonable steps are taken to prevent a sewer overflow and associated environmental damages and/or any potential public health risks.
- b) Where the Industry Partner has failed to control sewer flows, and there is an escape of sewage from the system, they are to:
  - i. Attend to the immediate and basic needs of the customers who have experienced property damage or have suffered other inconveniences resulting from impacts to sewerage services or services being provided by the Industry Partner; and
  - ii. Immediately inform/escalate to South East Water any property/environmental damage or anything that has potential to negatively impact upon South East Water.
- c) Examples of property/environmental impacts or potential impacts are as follows:
  - i. A public health concern (e.g. spills within a playground, school, shopping mall, or public swimming area);
  - ii. A sensitive receiving environment (e.g. direct flow of sewer into a waterway, river, creek, lake, or beach);
  - iii. A large industrial or commercial waste component (e.g. a known trade waste discharge);
  - iv. A sewer spill visible in a public area;
  - v. Media or potential media involvement (i.e. a sewer spill in a high-profile area);
  - vi. Failure on a 300mm diameter (or greater) pipe;
  - vii. Significant Sewer Flow of sewer outside of sewer system (i.e. greater than 80L/min); and
  - viii. Significant Sewer Spill (i.e. greater than 200L).



- d) Where a sewage spill is entering a stormwater drain or open waterway the Industry Partner is to take all necessary steps to contain the spill, with immediate referral to South East Water's Representative.
- e) The Industry Partner must clean up any spill and dispose of the debris in a manner which complies with all Legislative Requirements and in a manner consistent with South East Water's approved quality procedures.
- f) Where there has been any spill from an internal house fixture, a spill within a customer's property or a Significant Sewer Spill externally as a result of the Industry Partner's Activities, then South East Water's Representative is to be immediately notified.
- g) Upon clean-up of a spill, in certain circumstances, follow-up actions such as top soiling and seeding are required to reinstate a property. These follow-up actions are to be clearly recorded by the Industry Partner within the Works Management System.
- h) All items within items in clauses 5.1 a) to g) above is deemed to be included in the service provided by the Industry Partner within the relevant UTA for all Sewer Tasks. Where failure to control sewer flows is due to an act or omission by the Industry Partner, these services will be at no additional cost to South East Water.
- i) Internal spill clean-ups (i.e. spills from an internal house fixture) will be coordinated by South East Water's Representative in consultation with South East Water's insurer.

## 5.2 Blowbacks

Operating a pressure water jet machine may result in a Blowback, where fittings in properties (particularly toilets) may gurgle or be subject to rises and falls in water levels.

The Industry Partner is required to mitigate the risk of Blowback in all instances, including consideration of, but not limited to, the following points:

- a) If operating a high-pressure water jet in a known reticulation sewer with blowback, reduced water pressure and flow rate from the jet machine should be used in conjunction with work procedures and customer notification.
- b) 'Blowbacks' have been marked on South East Water's GIS. If a sewer to be cleaned has a property with this warning shown, then prior to cleaning, the Industry Partner must make contact with these Customers to advise them:
  - i. That work is taking place;
  - ii. To securely close all toilet lids;
  - iii. To immediately contact staff onsite if they have any concerns; and
  - iv. Complete a Known Hazard SI Form.
- c) Should a Blowback occur, it is the Industry Partner's responsibility to:
  - i. Notify South East Water's Representative immediately;
  - ii. Ensure all efforts made to attend to the immediate needs of the Customer who has experienced property damage or has suffered other inconvenience as a result of this Blowback; and
  - iii. The 'Sewer Blowback Inspection' SI form on the Works Management System must be completed. All details of the job and Blowback incident are to be detailed in the SI form, including:

- a. Time and date of Blowback event;
  - b. Vehicle operator names and the details of the vehicle being used;
  - c. The address where the Blowback occurred;
  - d. The operating pressure that was being used during the sewer cleaning;
  - e. The upstream and downstream Maintenance Structure numbers;
  - f. The direction the sewer was being cleaned from (i.e. upstream or downstream); and
  - g. Incident Details/Comments, including details of what happened, and any other relevant comments are also to be recorded.
- d) Photos are to be taken of any damaged property and where any follow-up work is required. All photos are to be attached to the Works Management System.
  - e) The Industry Partner must clean up any spill and dispose of the debris in a manner which complies with legislative requirements and in a manner consistent with South East Water's approved quality procedures.
  - f) All Blowbacks attended are considered as being part of the relevant UTA item for the works being undertaken.

## 6. Eduction Services

### 6.1 General

- a) The Industry Partner must have the ability to provide, in line with the priority set for the Task, the necessary equipment.
- b) The Industry Partner must supply South East Water, upon request by South East Water, an up to date list of equipment or plant, and how it will be sourced (e.g. in-house or external supplier). In respect of each supplier, it must provide a signed list of the equipment and plant that is available to the Industry Partner on a 24/7/365 basis. The list is to include specialised equipment.
- c) The Industry Partner is required to meet the response and rectification times for each eduction Task, in accordance with the Priority Level assigned as per the works management system.
- d) Sewage supply network support Activities may be required 24/7 to provide eduction services to support such functions as spill prevention and containment, sewer spill clean-up, and network flow management. The following provides typical events where eduction support Activities may be required:
  - i. In response to Sewer Blockages within the network on Reticulation and Branch Sewer.
  - ii. As part of a larger coordinated response to control flows within the network associated events such as Rising Main failures, power outages, extreme wet weather events, etc.
  - iii. As part of a coordinated response to cleaning up sewer spills to land, waterways, drains, etc.
  - iv. Dewatering of excavations containing, drinking water, ground water, recycled water and sewage.



- v. As part of a coordinated response to a burst Water Main causing flooding and damage.
  - vi. In support of works associated with asset alterations, repairs, condition assessment and investigations.
- e) Treatment Plant support Activities may include but are not limited to:
  - i. Dewatering various process tanks;
  - ii. Transporting sludge and effluent between plants and to other locations;
  - iii. Cleaning of tanks and pipework; and
  - iv. Removing surface waters from sludge drying pans.
- f) There will be circumstances where the Industry Partner will be required to source additional hosing, fittings, specific sized vehicles, equipment to minimise property damage as well as provide portable storage tanks.
- g) Photographs will be requested to be taken during various stages of a Task. These are to be attached to the Task in South East Water's Works Management System or by other means as approved by South East Water's Representative. Provision of photographs are included within the relevant Hourly Rate for 'Education'. Examples of photos include, but are not limited to capturing:
  - i. Spill impact, clean-up extent, effluent level within the Maintenance Structure on arrival;
  - ii. Effluent level within the Maintenance Structure on completion of Task;
  - iii. Status of Task at start and completion of a Task; and
  - iv. To capture any damage caused by the Industry Partner and outcome of corrective action taken to restore back to condition prior to damage.
- h) All volumes of waste transported need to be recorded within the works management system. Additional Information will need to be filled out for education tasks including Maintenance Structure Inspection SI forms and waste disposal forms.
- i) Any delay in obtaining any of the services or equipment as set out in this clause does not release the Industry Partner from their obligations to meet Priorities set out in this Agreement. The Industry Partner cannot claim waiting time for additional resources. Waiting time is only acceptable when waiting for a Third Party (e.g. Authority) for more than two hours.
- j) Education services will be carried out at an 'Hourly Rate' for the capacity of the vehicle requested by South East Water. The Hourly Rate is inclusive of the vehicle and the driver.
- k) In the event of reactive flow management requiring Logistic Services, the relevant Logistical Supervisor will be deemed to be include in the Management Service Fee as supervisor. The number of Logistical Supervisors will be agreed with the South East Water's Representative.
- l) South East Water will not cover costs where there are no waste disposal facilities are open for disposal after completion of a Task and the education vehicle is full and thus prevented from continuing provide services until its tank is unloaded. Responsibility to dispose of the waste is to be included in the applicable Hourly Rate for Education.



- m) Where education services have been requested and are cancelled while transiting to the job, payment will be made in the form of a relevant Service Call. Where an alternative education task is identified, this will be paid at the relevant Hourly Rate.
- n) The Industry Partner must supply South East Water with the size of the vehicle(s) requested. Failure to supply adequately sized vehicle and/or larger vehicle will be charged at the requested vehicle rate. This is inclusive of if a combination unit is supplied upon request of an educator truck.

## 6.2 Education Task Priorities

- a) South East Water may vary the Priority Level of an awarded education Task, regardless of whether the Task has commenced.
- b) South East Water may instruct an Industry Partner to stop working on any awarded Task. Where an Industry Partner has commenced work on a Task, then South East Water will reimburse the Industry Partner for time incurred consistent with the Schedule of Rate Tasks for Education.

## 6.3 Site Clean-ups, Supporting Sewer Events and Incidents

- a) Unplanned failures of the water and sewerage network occur on a daily basis. In relation to sewer spills to land and waterways, asset failures and corrective works, the Industry Partner will typically perform the roles of containment, asset repair and /or washing down of sewage contaminated areas.
- b) Some of these events require the support of education services. These activities include, but are not limited to:
  - i. Dewatering of pipelines, excavations and or pooled areas containing, drinking water, ground water, recycled water and sewage; and
  - ii. Suction and removal of ground saturated with sewage.
- c) For these types of education services, the approach for disposal of educated matter will depend upon the material educated. Where the matter educated is drinking water, ground water, recycled water and sewage, this will generally be directed to be disposed within the sewerage network. Where the educated matter has a high solids content, this will be directed to be disposed at an approved and accredited waste disposal facility.
- d) Disinfection of any contaminated area(s) from sewer spill must be carried out in conjunction with approved work procedures and Environmental Management Plans.

## 6.4 Scheduled New Estate Education Programs

- a) South East Water's network continues to grow. In certain circumstances, the development of new estates proceeds the construction of receiving sewerage networks. Flow monitoring and utilisation of education services is required to manage sewage within these disconnect estates.
- b) Following acceptance of the live sewer disconnected estate, a short period of monitoring is conducted to determine the initial frequency of education. This period will typically be no greater than two weeks. Thus, frequency for education of new estates can vary greatly. This can be as infrequently as once every two weeks in the beginning, to once per day, and as frequently as multiple times per day as the date for connection to the receiving sewerage network approaches.



- c) For each estate, a Job will be created on South East Water's Works Management System. All subsequent Tasks relating to this estate will be captured within the same Job number. A new Task will be created within the Job on the 1st of each month. All Eduction Services provided during the month for the relevant Job will be captured within the relevant Task.
- d) South East Water will nominate the Maintenance Structure within the disconnect estate to educt from including the Maintenance Structure within South East Water live sewerage network. If the Industry Partner identifies that these eduction or disposal locations are not possible or are not accessible, they are to immediately seek direction from South East Water on what alternative arrangements should be undertaken.
- e) Photos to be captured must at a minimum include effluent level within the new estate Maintenance Structure on arrival, and effluent level within the new estate Maintenance Structure on completion of Task. Additional information may be request by South East Water from time to time.
- f) South East Water will notify the Industry Partner of the date for connection to the receiving sewerage network. This process will involve the removal of a plug, along with compliance with the following requirements:
  - i. In preparation for removal of the plug, the estate will need to be educted down (including evening peak flows) the night prior to removal of the plug.
  - ii. The next morning, prior to and during the removal of the plug, eduction will be required to minimise flows to enable removal of the plug.
  - iii. The plug will be removed by the Land Development contractor, with the eduction works managed by the South East Water Industry Partner.
  - iv. All liaising must be carried out between the Land Development contractor and the Industry Partner.
  - v. South East Water will not be responsible for any costs associated with mismanagement and miscommunication associated with these works.

## 6.5 Flow Management and Logistics

### 6.5.1 General

- a) Flow management applies to situations which are associated:
  - i. without Logistic Services; and
  - ii. with Logistic Services.
- b) Flow management can be applied to both Reactive and Planned Maintenance Tasks.

### 6.5.2 Reactive flow management without Logistic Services

- a) Reactive flow management without Logistic Services are typically associated with a Sewer Blockage on a Reticulation or Branch Sewer main, failure of a Sewer Pump Station or Rising Main that requires reactive eduction services of typically one to five eductors, to prevent an imminent spill to the environment.
- b) These types of Tasks will be allocated with a Priority Level 1 within South East Water's Works Management System.
- c) There may be circumstances where flow management eduction services (without Logistic Services) is required for planned events.

### 6.5.3 Reactive flow management with Logistic Services

- a) Reactive flow management with Logistic Services are typically associated with a large scale flow management response to prevent an imminent spill to the environment that requires up to twenty (or more) education vehicles and may require services to be provide over twenty four hours or more in duration.
- b) These types of Tasks will be allocated with a Priority Level 1 within South East Water's Works Management System.
- c) Due to the scale and complexity of the response, South East Water will generally declare what is known as an Incident, which will be managed by what is known as the Incident Management Team (IMT).
- d) For education vehicles used for provision of these services which are not registered within South East Water's Works Management System, a photograph is to be taken of the front (showing the registration plate) and one from the side of the vehicle (showing the full vehicle height and length).
- e) There may be circumstances where flow management education services (with Logistic Services) is required for planned events.

## 6.6 Trade Waste

- a) The Industry Partner will be required to pump out all grease interceptors from South East Water's property on an appointment basis. The scheduled pump out frequency is three times per annum, or more frequently as directed by South East Water.
- b) Four (4) grease interceptors are located on-site at South East Water's WatersEdge Wells Street office, with a total volumetric capacity of approximately 14,000L (refer Attachment 1). Work relating to this Activity is generally awarded as an UTA Task for 'Grease Trap Interceptors at WatersEdge' (a Schedule to the Agreement).
- c) The pump out is required to occur with minimum disruption to South East Water staff and customers at a time and date arranged by South East Water. A basic traffic management set up is deemed to be included in the Schedule of Rates for Education services (a Schedule to the Agreement).
- d) South East Water may also direct the Industry Partner to educt the two (2) Sewage Pump Stations that have an approximate maximum water capacity of 10,000L each, located in the basement (L-3) carpark as required. The UTA relevant to this Activity is 'Educt Pump Wells at WatersEdge' (a Schedule to the Agreement).
- e) All photographs must be attached to the Task in the Works Management System.
- f) Photographs before and after the 'Pump outs' must be submitted on the works Management System for task closure.

## 6.7 Disposal of Educted Waste

- a) The Industry Partner is to take direction from South East Water's Representative regarding disposal location of educted material. Where disposal is required at an approved waste disposal facility, the Industry Partner is responsible for gaining permits and providing administrative support to enable disposal at these sites such as Western Sewage Treatment Plant, Boneo Treatment Plant or other waste disposal facility.



- b) Disposal may be allowed into the gravity sewer network via a Sewer Pump Station or a maintenance structure. All maintenance holes which are accessed/opened are required to have the covers/rims scraped to remove excess rust/dirt/grime build-up and greased prior to the cover being repositioned. Where keyhole plugs exist, these are to be replaced.
- c) If following the scraping and greasing of a Maintenance Hole, it cannot be re-seated within the surround to within an acceptable tolerance (<5mm) of the surrounding natural surface level, the Industry Partner will report these as an action request within South East Water's Works Management System.

## 7. Reactive Works

### 7.1 Clearing of Reticulation and Branch Sewers

#### 7.1.1 Description of Work

- a) The Industry Partner must clear all Sewer Blockages using the following procedure unless prior agreement has been reached between the Industry Partner and South East Water's Representative:
  - i. The Industry Partner must clean the entire length of the blocked sewer from the downstream Maintenance Structure to the upstream Maintenance Structure
  - ii. The first attempt to clear a Sewer Blockage should be by using a penetrator-typed nozzle or equivalent from the downstream Maintenance Structure to the upstream Maintenance Structure. Once the Sewer Blockage has been cleared and the sewer is regulated, the sewer is to be cleaned using a full sized jetter cutter/nozzle. The selection and application of various cutters/nozzles must be used in conjunction with the Industry Partner's approved work procedures.
  - iii. Jetting equipment should always be appropriately operated, taking into consideration pipe diameter, material, age, pump pressure and flow, in order to ensure efficient and effective clearing of Sewer Blockages (refer South East Water procedure BS2846 - Safe Use of High-Pressure Water Jetting Equipment).
  - iv. CCTV inspection of the sewer line to confirm rectification of the Sewer Blockage.
- b) If the sewer is surcharged, the Industry Partner must continue to lift Maintenance Structures downstream until the empty Maintenance Structure is identified and attempt to unblock the sewer.
- c) If the Industry Partner hasn't been unable to access the downstream Maintenance Structure due to customer availability, the relevant customer is to be notified and the Industry Partner is to return at a later suitable date to complete the task. This return to site will be costed as part of the initial UTA.
- d) Where it has been confirmed that there is no access to the downstream Maintenance Structure(s), the Industry Partner is to notify South East Water's Representative to confirm the required work procedures. Additional measures such as jetting from PCBs and/or the next downstream Maintenance Structure should be considered before any attempt to open full Maintenance Structures occurs due to spill risks. The Industry Partner must be aware of the chance for

Blowback occurring and of the reporting requirements if one does occur (refer Section 5.2).

- e) The Industry Partner is expected to work with South East Water to develop an agreed approach for cleaning of concrete/plastic/relined sewers that will form part of the Industry Partner's Quality Management System.
- f) Reactive sewer cleaning includes, but is not limited to, the following activities:
  - i. Basket installation in the downstream Maintenance Structure;
  - ii. the removal and disposal of debris/roots from clearing the Sewer Blockage and any cleaning required in the Maintenance Structure(s);
  - iii. Root/object and debris removal that can be removed from the surface without Maintenance Structure entry (e.g. by using poles/hooks/baskets); and
  - iv. Jet wash down of the Maintenance Structure(s).
- g) The Industry Partner is required to supply a photo of the site condition upon arriving onsite, with photographic evidence both before and after Maintenance Structure cleans uploaded to the works management system, with the Maintenance Structure Inspection SI form completed.
- h) Baskets are to be inserted into the downstream Maintenance Structure of the sewer length being cleared. The basket size is determined by the size of the Maintenance Structure chase (e.g. if the sewer pipe diameter is 300mm or greater a basket no smaller than 225mm must be used). It is the intent that these baskets capture any large dislodgement of fats, roots and debris. Photographic evidence is to be provided of the basket in the downstream Maintenance Structure for task submission.
- i) In the event a reactive Reticulation/Branch Sewer unblock/clean has been diagnosed, the Industry Partner must complete a video inspection to confirm rectification of the Sewer Blockage (e.g. CCTV/JetScan, as per applicable pricing). The Industry Partner has a maximum of 7 days to complete and submit the footage to South East Water in the event that the sewer was returned to service and a full-sized nozzle/cutter passed through the line.
- j) Where a post clean video inspection cannot be performed, or is determined by the South East Water's Representative as not required, photos are to be attached to the task showing the root cutter in the chase of the upstream Maintenance Structure of the sewer line as evidence that the line has been cleaned. In addition, a photo of the basket in the downstream Maintenance Structure must be included showing evidence of the debris captured in the basket after the reactive Reticulation Sewer clean/unblock.
- k) In the event a reactive Reticulation/Branch Sewer unblock/clean has been diagnosed and 'Proof of clean' is not required (by approval from South East Water's Representative), photographic evidence as per clause j) above must still be provided, along with submission of the relevant Sewer Clean SI and Maintenance Structure SI Forms. Payment associated with these works will be within the applicable UTA for 'Reactive Sewer Clearing (without Proof of Clean)' (a Schedule to the Agreement).
- l) Regardless of request, tasks where a sewer pipe clean/unblock has been carried out under Priority Levels 1, 2, 5 and 6 must adhere to clause j) above.
- m) If the upstream Maintenance Structure is not accessible, photographic evidence of the location of the Maintenance Structure is to be submitted on the task, along

with an appropriate action request and task story evidence, unless otherwise advised by South East Water's Representative.

- n) In situations where a Maintenance Structure(s) may be covered by natural surfaces or other obstructions, it is the responsibility of the Industry Partner to undertake all reasonable measures to locate the Maintenance Structure(s) (e.g. by using a detector, ground probe/rod, etc.). An additional task may be raised in consultation with South East Water's Representative should the Maintenance Structure be confirmed as being greater than 300mm below natural or landscaped surface.
- o) In circumstances where the finish level of a Maintenance Structure in a backyard is below the natural or landscaped surface level, the Industry Partner must install an approved lightweight manhole riser. Where the depth is greater than 300mm below the natural or landscaped surface level, or is in a public space, the Industry Partner must raise an action request for the Maintenance Structure cover and surround to be structurally raised.
- p) All Maintenance Structures that are accessed/opened are required to have their covers/rims scraped to remove excess rust/dirt/grime build-up and greased prior to the cover being repositioned, with the Manhole Inspection SI Form completed. Where keyhole plugs exist, these are to be replaced.
- q) If the Maintenance Structure cover cannot be re-seated within the surround to within an acceptable tolerance of the surrounding natural surface level following scraping and greasing, the Industry Partner is required to grind any irregular edges of the cover and re-grease the cover to ensure safe re-seating within the surround.
- r) Except where clauses s) or t) below applies, the applicable UTA for this Task is 'Sewer Clearing (with Proof of Clean)' (a Schedule to the Agreement), regardless of the number of personnel used and the length of time taken to locate Maintenance Structures. South East Water will not incur downtime or additional fees for waiting for additional resources, including but not limited to educator, bypass pumping, traffic management, etc.
- s) In exceptional circumstances, South East Water may consider an adjustment to the relevant 'Reactive Sewer Tasks' UTA or other remedies. For example, where a Maintenance Structure is buried at a depth requiring an excavator, or a Maintenance Structure has been buried beneath a road pavement, the Industry Partner may request South East Water's Representative to trigger additional 'Risk Events' to obtain additional resources to gain access to inaccessible Maintenance Structures.
- t) In exceptional circumstances where the Industry Partner jets through a downstream line and downstream maintenance structure to access the pipe with the Sewer Blockage, only one line can be claimed against the UTA for 'Reactive Sewer Clearing (with Proof of Clean)' (a Schedule to the Agreement). Defect Liability conditions of Section 1.6 applies to both pipes cleaned.
- u) The Industry Partner can recommend that a partial clearance be dug out. Should South East Water's Representative decide to delay these works until a further Sewer Blockage, then the Industry Partner will not be required to provide defect liability periods as stipulated previously in Section 1.6. These recommendations must be lodged as an action request and have adequate CCTV footage submitted.
- v) After arriving to site and safely setting up site to work procedures, the Industry Partner's first obligation is to prevent further damage/contamination to



property/environment, and then secondly restore service. It is therefore the Industry Partner's responsibility to ensure that all localised spills within reasonable proximity (e.g. line of site) of a task are identified and addressed by the Industry Partner whilst onsite.

- w) In exceptional circumstances, South East Water may consider an adjustment to the relevant 'Reactive Sewer Tasks' UTA or other remedies (e.g. there is a significant sewage spill requiring additional resources to the rear of a customer's property, or a cleanup is required due to a contained spill over public land that does not require containment). Where suitable, the Industry Partner may request South East Water's Representative to trigger additional 'Risk Events' to obtain additional resources to aid with the clean-up by the existing crew onsite.
- x) Industry Partners are responsible for any damage occurred to any flow monitoring devices within the Sewer network.
- y) If called to an incorrectly allocated Sewer Blockage (e.g. the Maintenance Structures are clear and running on the reticulation/branch system), then the following conditions apply:
  - i. The Industry Partner must check the customer's PCB; and
  - ii. If the PCB is clear, the Industry Partner must clean the immediate downstream length from Maintenance Structure to Maintenance Structure along with the relevant SI forms.

### 7.1.2 Proof of clean CCTV Inspection

- a) The Industry Partner must be able to attend and complete requests in line with the requested priority and South East Water specified approach (e.g. jet cam or CCTV).
- b) Digital footage must be presented in MPEG4 or AVI format and must be of a quality that readily enables verification of a clear line free of debris and subsequent cleaning has been performed in accordance with all the provisions of this Section (7.1.2). The asset ID and date of inspection should be clearly identifiable from the footage.
- c) Where the Industry Partner is required to provide un-coded CCTV footage to South East Water, the footage must be provided in a South East Water compatible WinCan format. Header information and file naming convention must be completed in accordance with requirements for coded footage. Sewer cleaning requirements and standards are to be followed in accordance with those for the provision of coded footage.
- d) If footage and/or cleaning of the line is not adequate (e.g. tree roots still in line, fats on pipe wall, poor quality camera footage, etc.) the Industry Partner will be required to complete an additional clean and CCTV at no cost to South East Water.

### 7.1.3 Reporting

- a) Information to be recorded within South East Water's Works Management System is to be inclusive of a Sewer CCTV SI form and Reactive Sewer Clearing SI Form.
- b) Details within these forms include, but are not limited to:
  - i. Failure Details
  - ii. Sewer Escape Details:

- a. Point of Escape;
  - b. Spill to point;
  - c. Other effected sites;
  - d. Whether the Spill was contained or not contained;
  - e. Start date and time of Sewer Escape;
  - f. End date and time of Sewer Escape;
  - g. Weather conditions at time of Sewer Escape;
  - h. Cause of Sewer Escape;
  - i. Estimate Escape Volume; and
  - j. Other information generally recorded by South East Water.
- c) Photographic evidence:
  - i. For all spills, a photo that substantiates the spillage volume (as reported on an SI form) must be provided; and
  - ii. For all uncontained spills, a photo showing the discharge location must be provided.
- d) Escalation details:
  - i. Advise South East Water's Representative of an uncontained spill; and
  - ii. Record within the Works Management System the details of the escalation (including time escalated, by whom, to whom, support required, time of containment).

## 7.2 Blockages in Maintenance Structures or Maintenance Structure Drop Pipes

- a) Where a Sewer Blockage is found to be in a Maintenance Structure drop pipe, then the immediate upstream sewer line is to be cleaned following the conditions of Section 7.1.
- b) Where the Sewer Blockage is found to be in the Maintenance Structure, the Industry Partner is still required to clean the adjacent Maintenance Structure to Maintenance Structure.
- c) The maintenance structure inspection SI form is required to be completed, including photos showing the location of the Sewer Blockage inside the manhole.
- d) The UTA relevant to this Activity is 'Reticulation and Branch Main cleaning', including Proof of Clean as per Section 7.1.2 (a Schedule to the Agreement).

## 7.3 Clearing Property Connection Branches (PCB)

### 7.3.1 General

- a) The Industry Partner is required to clean the entire length of the PCB from the Connection Point (27A) to the Oblique Junction / Maintenance Structure / Inspection Shaft (IS) / Boundary Trap (BT) using a full-sized cutter on a sewer roter.
- b) Where the PCB has been relined as identified by South East Water's GIS system or physical marking under the Inspection Opening cap, the PCB must be cleaned



- with a high-pressure water jet as used in conjunction with the Industry Partner's work procedures and with agreement from South East Water's Representative.
- c) No plunging or use of mini jets is permissible unless approved by South East Water's Representative. Any damage as a result of plunging carried out by the Industry Partner to a customer's Boundary Trap or internal fitting will be at the cost of the Industry Partner.
  - d) If no IS or BT can be located, the Industry Partner is to identify what fitting was used for the initial attempt to clear the Sewer Blockage (e.g. by the customers plumber). The Industry Partner is to then make a further attempt using a sewer rodding machine from this or a preferable location. If successful, the Industry Partner is to attempt to clear the obstruction with a full-sized cutter/nozzle. If unsuccessful, the Industry Partner is required to contact South East Water's Representative.
  - e) The Industry Partner shall provide suitable equipment to clear PCB's from the sewer reticulation main to the customer's property. The Industry Partner is required to contact South East Water's Representative upon use of this equipment. The UTA relevant to this Activity is 'Reverse PCB Clean (with Proof of Clean)' (a Schedule to the Agreement). This rate is inclusive of all additional resources associated with the works.
  - f) The Industry Partner is required escalate all non-restored services to South East Water. Upon escalation, the Industry Partner should determine the location of the Sewer Blockage with a sonde and have the Sewer Blockage confirmed by a CCTV camera. At a minimum, a snapshot of the screen should be submitted along with photographs of the location of the dig to the Task if CCTV footage cannot be immediately uploaded to the works management system. All relevant Task notes are to be submitted in the works management system.
  - g) Where approved for use, jetting equipment should always be appropriately operated, taking into consideration pipe diameter, material, age, pump pressure and flow, in order to ensure efficient and effective clearing of Sewer Blockages.
  - h) The Industry Partner must always be mindful of the risks associated with high pressure water jetting of PCBs and customer drains. Any damage that has occurred as a result of high-pressure water jetting will be at the Industry Partner's cost (refer Section 5.2).
  - i) In the event a reactive PCB unblock/clean has been diagnosed, the Industry Partner must complete a video inspection to confirm rectification of the Sewer Blockage (e.g. CCTV). The Industry Partner has a maximum of 7 days to complete and submit the footage to South East Water in the event that the sewer was returned to service and a full-sized nozzle passed through the line, as completed within the UTA for 'PCB clean (Including 'Proof of Clean')'.
  - j) Where a post clean video inspection cannot be performed, or is determined by the South East Water Representative as not required, photos are to be attached to the task showing the root cutter in the chase of the upstream Maintenance Structure of the sewer line as evidence that the line has been cleaned. In addition, a photo of the basket in the downstream Maintenance Structure must be included showing evidence of the debris captured in the basket after the reactive reticulation clean/unblock.
  - k) The Industry Partner can recommend that a partial clearance be dug out. Should South East Water's Representative decide to delay these works until a further Sewer Blockage, then the Industry Partner will not be required to provide a Defect Liability Period as stipulated previously in Section 1.6. These recommendations



- must be lodged as an Action Request and have adequate CCTV footage submitted to support the recommendation.
- l) In the event a reactive PCB unblock/clean has been diagnosed and Proof of clean is not required (as approved by South East Water's Representative), photographic evidence as per clause j) above must also be provided, along with submission of the relevant PCB Clean SI form. The UTA relevant to this Activity is PCB Cleaning (without 'Proof of Cleaning').
  - m) If the Industry Partner is called for a PCB job and it is determined as clear on arrival, the following applies:
    - i. Where the customers / South East Water's asset (PCB) isn't blocked as determined by a water test, then the Industry Partner must check both downstream and upstream Maintenance Structures to determine any visible signs of surcharge.
    - ii. If all are running, the Industry Partner is required to clean and CCTV the PCB and then claim the applicable 'PCB Clean (Including 'Proof of Clean')' UTA along with submitting the relevant SI forms.
  - n) Upon investigating customer complaints/enquiries of the sewerage system where attendance of a PCB/internal Sewer Blockage in the customer drain cannot be accessed, the following applies:
    - i. The Industry Partner must inspect the downstream Maintenance Structure to eliminate a reticulation/branch stoppage;
    - ii. The Industry Partner is to attempt to clear the Sewer Blockage from the customers drain and gain access to the PCB and carry out a CCTV inspection;
    - iii. On failure to restore service, the Industry Partner is to upload a screen shot of the CCTV footage and a photo of the defective location onto the works management system, with uploaded comments on the work carried out and findings;
    - iv. A South East Water customer contact card is to be handed to the customer so the customer can call South East Water for further instruction; and
  - v. The Industry Partner is to then claim the 'PCB Clean (Including 'Proof of Clean')' UTA.

### 7.3.2 Proof of Clean CCTV Inspection

- a) CCTV inspections of property connection branches must be inspected using a colour, self-levelling camera suitable for insertion into the PCB through South East Water assets or property fittings such as a boundary trap, inspection shaft, disconnector trap, or from the reticulation up the PCB.
- b) Cameras must have enough cable to be able to reach the sewer once inserted into the sewer drain.
- c) CCTV inspections of property connection branches must be submitted on the works management system and/or relevant Industry Partner's storage drives. Digital footage must be uploaded to South East Water's network or supplied by means of an acceptable portable storage device in MPEG4 or AVI format.
- d) Survey inspections of PCB's are expected to be completed and returned to South East Water's Representative within 7 days (or sooner). In most cases,

Customers will be expecting the Industry Partner to attend and carry out this work (e.g. they have had Sewer Blockage issues at their property).

### 7.3.3 Reporting

- a) Information to be recorded within South East Water's Works Management System is to be inclusive of a PCB CCTV SI form and Reactive PCB Clearing SI Form.
- b) Details within these forms include, but are not limited to:
  - i. Failure Details
  - ii. Sewer Escape Details:
    - a. Point of Escape;
    - b. Spill to point;
    - c. Other effected sites;
    - d. Whether the Spill was contained or not contained;
    - e. Start date and time of Sewer Escape;
    - f. End date and time of Sewer Escape;
    - g. Weather conditions at time of Sewer Escape;
    - h. Cause of Sewer Escape;
    - i. Estimate Escape Volume; and
    - j. Other information generally recorded by South East Water.
- c) Photographic evidence:
  - i. For all spills, a photo that substantiates the spillage volume (as reported on an SI form) must be provided.
  - ii. For all uncontained spills, a photo showing the discharge location must be provided.
- d) Escalation details:
  - i. Advise South East Water's Representative of an uncontained spill; and
  - ii. Record within the Works Management System the details of the escalation (including time escalated, by whom, to whom, support required, time of containment).

## 7.4 Response and rectification of Sewer Ventilation Structures

- a) The Industry Partner must provide a 24 hour per day; 7 days per week reactive response and rectification of Sewer Ventilation Structures service. This service must include:
  - i. Response to any call out to inspect and make safe;
  - ii. Carry out temporary reinstatement of the site, sufficient to ensure the safety of the public and others, but not in a manner that makes later replacement of the vent stack more difficult;
  - iii. Remove the vent stack from site and transport for disposal; and



- iv. Where the vent stack provides a mounting for another Authority's assets (e.g. electricity, telecommunications and tramways) the Industry Partner is responsible for notifying and liaising with responsible Authorities to arrange safe work conditions.
- b) Response and rectification of sewer ventilation structures allocated from the Communication Centre are to be responded to for inspection purposes only and to Make Safe. An Action Request with photographic evidence to support Make Safe is to be submitted on the task with the relevant rates:
  - i. If no Activities have been carried out, then a Service Call (a Schedule to the Agreement) is to be claimed with relevant supporting documents/photos.
  - ii. If immediate removal of the vent stack is required, the Industry Partner must dispose of the vent structure and make safe. The Industry Partner is required to transport and dispose of the vent stack at an approved facility.
- c) The following clauses apply to works impacted by a third party / other Authority's assets (e.g. electricity, communications, etc.):
  - i. Where another Authority is required to undertake works (e.g. pole staying, relocation of power, damaged car removal, etc.) then South East Water is responsible for meeting the costs incurred from that Authority.
  - ii. Any damage caused to another authority's assets by the Industry Partner is at the cost of the Industry Partner.
  - iii. The costs of waiting for another Authority to undertake their works is included within the appropriate UTA for 'Reactive Vent Response and disposal (a Schedule to the Agreement). This allows for up to 120 minutes of waiting time for tasks less than a Priority Level 6. All tasks with Priority Level 6 and greater are considered 'Planned' activities and should therefore not incur waiting times. Should the waiting time exceed this time, consultation should then take place with South East Water's Representative. The time when the request is made and the time when the Authority arrives on site must be recorded in real time on the Works Management System.
  - iv. Any request for additional time will be taken in the context of the relevant UTA. Waiting time will apply for higher priority 1, 2, 3, 4, 5 priority tasks and must adhere to clause iii above. All other task will be at South East Water's Representative's discretion.
- d) All works undertaken on vents must include supporting documentation and have the relevant SI forms completed with task submission on the works management system.
- e) An 'Action Request' must be raised on all tasks where further works are to be carried out.
- f) All permanent reinstatement works of the ventilation structure will be carried out as 'Quoted Works'. These works and Priority Levels will be issued by the South East Water's Works Management System.

## 7.5 Subsidence

- a) An initial investigation is required to confirm the impact, nature, potential cause and responsibility of the subsidence, including implementing any actions required to make the site safe.



- b) Upon attendance, if the subsidence:
  - i. Is not a South East Water asset, with no South East Water asset in the vicinity and no work has been carried out, then a Service Call (a Schedule to the Agreement) is to be claimed along with the provision of relevant supporting documents/photos.
  - ii. Not a South East Water issue, with no South East Water asset in the vicinity but minor subsidence rectification has taken place, then the Industry Partner is to notify the relevant authority and claim the relevant UTA for 'Response and Rectification of subsidence's' with supporting documentation.
  - iii. Is within vicinity of a South East Water Asset, the area should be made safe then, relevant dye testing should be carried out in conjunction with a CCTV inspection of the South East Water asset. The Task is to be closed out as per the relevant 'Reactive Sewer' UTA for 'Response and Rectification of subsidence's' with supporting documentation.
- c) Subsidence reported to South East Water will generally require the following:
  - i. Where it is confirmed that there is no asset failure (i.e. an excavation is not required on a South East Water asset), but the subsidence is still considered to be South East Water's responsibility (e.g. poor compacted backfill), the Industry Partner will be required to backfill and reinstate the subsided area in line with Section 4.4.4 of the General Requirements.
  - ii. Where it is confirmed that there has been a failure of South East Water's asset, an Excavation will be ordered. South East Water may award this Excavation to the Industry Partner or other Industry Partners.
  - iii. Separate Tasks will be Awarded to the Industry Partner by South East Water for items under Sections 7.5 b) c) and will be will be paid at the applicable rate.
  - iv. Subsidence related to previous work activities undertaken by the Industry Partner will be addressed under the applicable Defect Liability Periods (refer clause 1.6).

## 7.6 Sewerage Surcharge monitoring (BlokAid)

### 7.6.1 General

- a) South East Water has a large number of surcharge monitoring devices (BlokAid) in many different locations throughout the sewerage network. These devices monitor the level of sewage in a particular Maintenance Structure and if a pre-defined level is reached, an alarm will be activated via SCADA to the NOCC. The operator in the NOCC will typically investigate the alarm and where required create a task for the Industry Partner to attend and investigate.
- b) Depending on the purpose of monitoring, the operator South East Water's Representative may prioritise the task as either a Priority Level 1 or Priority Level 2 attendance.

### 7.6.2 Description of Work

- a) Each BlokAid monitors differing lengths of sewer downstream, therefore the responding Industry Partner must first lift the Maintenance Structure where the BlokAid is located to check for surcharge, and:

- i. If the sewer is surcharged, the Industry Partner must continue to lift Maintenance Structures downstream until the empty Maintenance Structure is identified and attempt to unblock the sewer as per the Section 7.1 clearing of Sewer Blockages requirements.
  - ii. If the sewer appears to be flowing normally, the Industry Partner must observe the flow for 5 minutes to ensure that normal conditions exist. The Industry Partner must also check the Maintenance Structure walls and document in the Montage task story if there is any evidence of prior surcharge. The Industry Partner must also verify against the GIS if the sewer is flowing in the correct direction if it is a '2-way fall' Maintenance Structure they are observing.
- b) Where works are required inside the Maintenance Structure where the BlokAid is located and the unit needs to be removed, the Industry Partner must follow the requirements as per AM2857 Temporary removal and replacement of a BlokAid procedure.
  - c) In instances where the surcharge in the sewer appears to be due to wet weather or insufficient hydraulic capacity (large sewage flows) in the sewer, this information must be reported back to the operator in the NOCC.
  - d) Works Management System data must be completed as per Table 2:

*Table 2: Works Management System data requirements for BlokAid*

<b>Job Type</b>	<i>High Level (LT1 and LT2) alarm call outs</i>
<b>Request CCT</b>	<i>Sewer Network-Manhole-Surcharge BlokAid Alarm Investigation</i>
<b>Action Taken</b>	<i>Sewer Network-Manhole-Surcharge Investigation</i>
<b>Failure Details</b>	<i>Not Applicable (false Call)</i>
	<i>Sewer Network (any failure detail)</i>

- e) Where a surcharge requires rectification of a Sewer Blockage, payment will be made within the appropriate UTA for 'Reticulation and Branch Main Cleaning (excluding 'Proof of Clean')'.
- f) Where a task is due to a false callout, payment is as per a Service Call (a Schedule to the Agreement).
- g) Without limiting the requirements of all other clauses within this Agreement, where a Sewer Blockage is identified by the Industry Partner that has been initiated through a BlokAid alarm, the Industry Partner must comply with the requirements of Section 7.1.

## 7.7 Reticulation and Branch Sewer mains Cleaning

- a) As a result of an investigation, works requiring additional resources and/or provide a service, South East Water may request the Industry Partner to attend and clean the Reticulation and/or Branch Sewer main as a Reactive/Planned Maintenance Task.



- b) The Industry Partner must be able to attend and complete these requests in line with the requested priority. Cleaning of the Reticulation and/or Branch Sewer mains must be carried out per Section 7.1 of this specification.
- c) Payment associated with these works will be within the applicable UTA for 'Reactive Sewer Clearing (without Proof of Clean)' for tasks with a priority of 1 – 5 based on no. of lines cleaned from Maintenance structure to Maintenance Structure.
- d) Payment associated with sewer cleaning works issued on a Priority Level 6 or greater will be within the applicable UTA – Clean - Reticulation and Branch Main Cleaning (excluding 'Proof of Clean') based on the number of metres of sewer line cleaned as reported on the Sewer Cleaning SI in the Works Management System.

## **7.8 Reticulation and Branch Main Sewers CCTV Inspections**

- a) As a result of a developer request, further investigation and/or to provide a service, South East Water may request the Industry Partner to attend and inspect the Reticulation and/or Branch Sewer main as a Reactive task.
- b) CCTV inspections and Sewer Cleaning are to be carried out in accordance with Section 8.2 and 8.3 of this specification with the Industry Partner required to attend and complete these requests in line with the requested priority.
- c) Payment associated with these works will be within the applicable UTA for 'Reticulation & Branch Main CCTV Inspection' for tasks with a priority of 1 – 5 based on no. of lines inspected from Maintenance structure to Maintenance Structure.
- d) Payment associated with sewer CCTV works issued on a Priority Level 6 and 7 will be based on the number of metres of sewer line inspected by CCTV as reported on the Sewer CCTV SI in the Works Management System. The total number of metres reported will then be used to determine the appropriate UTA 'Reticulation & Branch Main CCTV Inspection'.

## **7.9 Combined Sewer Cleaning and CCTV Inspections**

- a) In certain circumstances, CCTV services will be requested as part of a combined cleaning and CCTV inspection of the Reticulation and Branch Sewer main.
- b) Where CCTV is requested as a combined clean and CCTV activity, payment associated with these works will be within the applicable UTA for 'Combined Reticulation and Branch Cleaning & CCTV Inspection' (a Schedule to the Agreement). The UTA is a quantity/event-based rate allowing for CCTV and Clearing of the full length (Maintenance Structure to Maintenance Structure) of the identified sewer(s).
- c) CCTV inspections and sewer cleaning are to be carried out in accordance with Sections 8.2 and 8.3 of this specification.

## **7.10 Property Branch Connections (PCB) Cleaning and CCTV Inspections**

- a) In certain circumstances, CCTV services will be requested to be carried out as a 'CCTV inspection only' of the PCB. CCTV inspection of the PCB is to be carried



out in accordance with Section 7.3.2 of this specification. The UTA relevant to this Activity is 'PCB CCTV Inspection'

- b) For instances where South East Water request a 'Clean Only' of a PCB, payment associated with these works will be within the applicable UTA for 'PCB Cleaning (without 'Proof of Cleaning')' and must meet the criteria of Section 7.3.1.

## 7.11 Combination Unit Cleaning of Branch and Reticulation Sewers

- a) As part of the reactive and scheduled cleaning of sewer lines, waste may be required to be educted as part of these services. Where the Industry Partner recommends the use of a combination / vacuum unit, and South East Water has approved this method of cleaning and issued the task on a Priority Level 6 or greater, recognising that:
  - i. Measurement for payment of scheduled and planned clearing of sewer lines using the Combination / Vacuum Unit will be based on the number of metres of sewer line cleaned as reported on the Sewer Cleaning SI in the Works Management System.
  - ii. The total number of metres reported will then be used to determine the appropriate UTA for 'Combination / Vacuum Unit' (a Schedule to the Agreement).
  - iii. Transporting costs associated with disposal of the waste from the cleaning works described is considered to be within scope of the specified UTA.
- b) The Industry Partner must at all times be mindful of the risks associated with 'blowbacks' when conducting activities (refer Section 5.2).
- c) In certain circumstances, CCTV services will be requested as part of a combined cleaning and CCTV activity. CCTV inspections and Sewer Cleaning are to be carried out in accordance with Section 8.2 and 8.3 of this specification.
- d) Where CCTV is requested as a combined clean and CCTV activity, payment associated with these works will be within the applicable UTA for 'Combined Sewer Cleaning & CCTV' (a Schedule to the Agreement). Tasks requested as a Priority Level 1 to Priority Level 5 will incur the UTA that is a quantity/event-based rate allowing for CCTV and cleaning of the full length (Maintenance Structure to Maintenance Structure) of the identified sewer. This work can be a Scheduled or a Reactive Maintenance activity.
- e) Where requested as a combined clean without CCTV activity, payment associated with these works will be within the applicable UTA for 'Combined Sewer Cleaning' (a Schedule to the Agreement). This UTA is a quantity /event-based rate for requests of a Priority Level 1 to Priority Level 5, allowing for CCTV and Cleaning of the full length (Maintenance Structure to Maintenance Structure) of the identified sewer. This work can be a Scheduled or a Reactive Maintenance activity.
- f) Where CCTV and Combined Combination Cleaning is requested at a Priority Level 6 or greater, the payment associated with these works will be applicable to the UTA 'Combined Combination (Jet/Vacuum) unit Cleaning and CCTV' based on the number of metres cleaned and CCTV inspected based on the SI forms submitted. The total number of metres reported will then be used to determine the UTA relevant to the Task.

## 7.12 Confined Space Entry Maintenance Structure works

- a) Where requested for works to be undertaken within a confined space involving Maintenance Structures, payments associated with these works will be within the applicable UTA for 'CSE Maintenance Structure works' (a Schedule to the Agreement). The applicable UTA is relevant to the location of the Maintenance structure.
- b) Confined space entry works include, but are not limited to:
  - i. Root removal and cleaning;
  - ii. Insertion and removal of sewer isolation (plugging);
  - iii. Drop pipe repairs;
  - iv. Concrete rending and repairs of tables;
  - v. Minor repairs and replacement in brick Maintenance Structures; and
  - vi. Replacement of ladders and Step irons.
- c) Where a drop pipe requires replacement, the existing drop pipe must be removed and replaced entirely in PVC. This includes the gun bend. Drop pipes and fixtures are to be replaced in accordance with MRWA standards.
- d) Maintenance Structures greater than 6 metres in depth and 'walk in' Maintenance Structures will be at an agreed Hourly Rate as per the South East Water Representative.
- e) In the following situations, it is expected that a pre inspection is undertaken as part of the activity at no additional cost to South East Water:
  - i. Alternations to Maintenance Structures in footpaths and roadways that do not require excavation to locate; and
  - ii. Planned alterations such as required by Council/Vic Roads planned road works.
- f) Photos are to be provided and all as per the Sewer Maintenance Structure SI form, including photos of any works undertaken and entered into the Works Management System.
- g) All Maintenance Structures which are accessed/opened are required to have the covers/rims scraped to remove excess rust/dirt/grime build-up and greased prior to the cover being repositioned, with the Maintenance Structure Inspection SI Form completed. Where keyhole plugs exist, these are to be replaced.

## 7.13 Maintenance Structure Rehabilitation

- a) The Industry Partner must provide multiple Maintenance Structure rehabilitation methods that can be used on varying Maintenance structure diameters and depth to varying types of decay caused by the environment of the sewerage system.
- b) The methods must be an approved method by another Melbourne Retail Water Authority (MRWA) and/or by Melbourne Water.
- c) All relevant documentation associated with the proposed product and methodology, including trials, must be submitted to South East Water's Representative for Approval prior to any utilisation of the rehabilitation product and methodology.



- d) All Maintenance Structure rehabilitation works will be carried out as 'Quoted Works'. These works and Priority Levels will be issued by the South East Water Works management system.
- e) All Safe Work Method Statements (SWMS) and work procedures will need to be submitted in conjunction with the Quote on South East Water's Works Management System.

## 7.14 Reactive Wet Well cleaning

### 7.14.1 General

- a) A Wet Well is the part of a Sewer Pump Station into which raw sewage flows and is retained prior to being pumped to a gravity outlet sewer. At most Sewer Pump Station sites submersible pumps will be located within the Wet Well. There are some sites where they will be located in a dry well type arrangement.
- b) The purpose of this Activity is to clean the Wet Well, Detention/Contingency Tanks, pumps, valves, guides, floats, fittings, lifting equipment, etc., and determine the condition of these assets, prevent odours, and perform general housekeeping. Confined space entry is required at some sites to successfully carry out this program of works.
- c) Due to the variety of Sewer Pump Stations, these sites have been divided into different categories. The sites and their classifications are listed in Appendix B, with the categories detailed below:
  - i. Type A – Small site requiring wash down (wash down and clean duration between 0 and 3 hours)
  - ii. Type B – Medium site requiring wash down (wash down and clean duration between 3 and 6 hours)
  - iii. Type C – Large Site requiring wash down (wash down and clean duration greater than 6 hours)
  - iv. Other
- d) Type C classified Sewer Pump Stations may also include a detention tank. Sites classified as 'Other' will be delivered as Quoted Works.
- e) Where a Detention/Contingency Tank cannot be cleaned on the same day as the Sewer Pump Station, payment for the cleaning of the Detention/Contingency Tank will be within the 'Inspection and Maintenance of 'Wet Wells – Type A' UTA.
- f) Due to operational requirements, proactive cleans are required.
- g) Tasks will be generally allocated with a Priority Level 7 within South East Water's Works Management System. In some instances, a shorter duration response may be requested.
- h) Work relating to this Activity is generally awarded as an UTA Task for 'Reactive cleaning of Wet Wells for 'Type A', 'Type B', and 'Type C' (a Schedule to the Agreement), except for Wet Wells within the category "Other" which will be paid on a reimbursable basis.

### 7.14.2 Description of Work

Inspection and maintenance requirements for Wet Wells includes, but is not limited to:



- a) Manual operation of the Sewer Pump Station and/or the Detention/Contingency Tank.
- b) Inspection and recording of asset details, including but are not limited to:
  - i. Maintenance Structure lids, step irons, ladders, walkways and platforms;
  - ii. Pump guide rails and foot stools;
  - iii. Pump and Motor units for visible damage;
  - iv. Lifting chains and eye bolts for rust and damage;
  - v. Rising mains, flanges and supports;
  - vi. Exercising of all isolation valves and penstocks;
  - vii. Operation of the ventilation systems; and
  - viii. Doors, building superstructure, down pipes, windows, condition of grounds, fencing and gates, etc.
- c) Upon accessing the site and prior to commencement of services, the Industry Partner must notify South East Water's NOCC that the Sewer Pump Station is being cleaned and will be in manual operation for the duration of the clean. South East Water's NOCC is to be notified again upon completion of services and following the return of the Sewer Pump Station back to normal operation.
- d) In some areas, incoming sewer lines may have penstock valves installed. These penstocks may be closed to prevent flows into the wet well while it is being cleaned. Where incoming sewer lines do not have penstocks installed then inflatable plugs may be used. During this period, upstream Maintenance Structures and any ERS should be monitored closely to ensure a spill does not occur. Records of spill manholes and approximate holding times must be available onsite. The Industry Partner is to refer to South East Water's systems to obtain the required information for planning purposes, with costs for monitoring the system to be incorporated within the UTA for the task.
- e) Detention/Contingency Tanks may be used to divert and hold sewage flows whilst a wet well is being cleaned, however, once the wet well cleaning is complete, the Detention/Contingency Tank should itself be cleaned once it has been drained.
- f) Any failures where air is drawn into the pumps will be at the Industry Partner's expense.
- g) Mechanical blowers must be used during the cleaning process to assist with ventilation where required.
- h) All equipment, personnel and OH&S equipment required to carry out Wet Well cleaning is to be included in the UTA.
- i) High-pressure water jetting is required until the pumps and Wet Well are completely clean and any build-up on ladders, guides, floats, chains and multi-trodes are removed.
- j) All fats and solids that have built up on the walls of the Wet Well are to be scraped off, bagged and removed for disposal.
- k) All Tasks require the use of an eductor (or the equivalent) capable of completing the Task. All vehicles used for the Task must be capable and sized correctly to access the wet well, contingency tank, etc., and capable of storing required flows/waste with adequate vacuum to lift the sewage/fats from the bottom of the Wet Wells. These vehicles are included within the UTA. Any failure/inadequate

vehicles or equipment resulting in abandonment of the wet well clean will be incurred at the Industry Partner's cost.

- l) Any sewage removed from the wet well clean must be disposed through decanting the liquid waste back into an approved Maintenance Structure as directed by South East Water. All solids/fats waste from the Wet Well cleans must be disposed of at an approved EPA waste disposal site. Waste transport is included under the relevant 'Inspection and Maintenance of Wet Well' UTA relevant to the wet well category Type A, B or C.
- m) South East Water's flow management and isolation procedures are to be followed at all times (refer Section 4. of this specification) and are considered to be within the scope of the relevant UTA. The Industry Partner is expected to be able to have the relevant competencies and resources available to monitor flows on site in adherence to these requirements. Additional South East Water supervision will be required and provided for critical sites only. The Industry Partner is responsible for arranging a South East Water operator at all critical sites. A minimum of one weeks' notice is required for the operator to be arranged.
- n) When the wet well is clean, visually check all the pumps, fittings, structural condition of the wet well, fasteners and restraining bolts and pedestals for damage, wear, etc. and provide photographic evidence of their condition.
- o) The Industry Partner is required to undertake a general clean around the Sewer Pump Station. For kerbside Sewer Pump Stations, a basic clean and removal of rubbish and debris is required. Where applicable, clean and disinfect the Sewer Pump Station floor, passages, toilets, hand basins, entrances, steps and ladders. Toilet roll holders and paper towel dispensers must be replenished if required.
- p) Return the Sewer Pump Station, impacted assets (e.g. closed penstocks) and site conditions back to normal operation, and confirm the Sewer Pump Station is operating normally prior to leaving site. Confirmation that the station is operating normally will require observation of one full pump cycle (i.e. from pump run to pump stop to pump run again). Due to low inflows, waiting for one full pump cycle may sometimes be impractical, in this case, South East Water's Network Control Centre is to be notified of this prior to leaving site.
- q) To enable consistent interpretation and accurate reporting of the condition of wet wells, the Industry Partner must report against a standard condition reporting guide which is approved by South East Water's Representative and reported by the Industry Partner within South East Water's Works Management System.

### 7.14.3 Reporting

Requirements for ensuring consistent interpretation and accurate reporting of the condition of Wet Wells include, but are not limited to, the following items:

- a) Upon completion of the inspection and maintenance activities, the Wet Well Inspection (SI) form in the Works Management System must be completed and the task placed into the Work Complete status.
- b) Complete the onsite logbook by filling in the time of arrival, activity completion time, pump hour details and sign the book.
- c) The following descriptions and requirements are to be used when reporting:
  - i. Gas Levels: All gas levels (H<sub>2</sub>S, O<sub>2</sub>, LEL, CO) as displayed on the gas detector must be recorded prior to venting.

- ii. Type of Sludge Removed: Select one of the following types of debris if found during the cleaning process: Sand, Rubble, Aggregate, Rags, Clay, Other.
- iii. Cleaning Results.
- iv. Odour Present: Any odours that are present at the site of the Sewer Pump Station or Detention Tank (i.e. sewer odours can be smelt by the operator before removing any Maintenance Structures or opening doors) that appear to be emitted from the Sewer Pump Station, must be reported as having a Sewer Pump Station Site odour present. If odours are present the severity and possible works required to minimise these odours must be noted in the Comments section of the SI form in the Works Management System.
- v. Visual Checks: Valves, Penstocks, Ladders & Stairs, Lifting Chains, Covers, Ventilation, Rising Main, Pump Mounts & Rails.
- vi. Valve/Penstock Condition: During the inspection the presence and condition of penstock/valves, must be confirmed.
- vii. Ladders and Stairs: All ladders and stairs (including railings) are to be checked for their condition. The condition can be determined by visual inspection for flaking and rust on ladders or checking for evidence of concrete cancer.
- viii. Cover Condition: Assign an overall ranking to the cover.
- ix. Ventilation: This can follow on from Odours. At some stations mechanical ventilation can be installed.
- x. Rising Main: The portion of the rising main that is visible inside the wet well must be examined and reported on.
- xi. Lifting Chains/ Pump Mounts & Rails
- xii. Detention Tanks: Covers, Penstocks, Ladders are to be reported on as per the condition assessment guides for wet wells.
- xiii. Washers
- xiv. Other Information: House Keeping Done, Sewer Pump Station Operation, Covers Greased, Penstocks Opened.
- xv. Photos of the Wet Well before and after the cleaning process are to be taken and attached to the task in the works management system, including photos of any other condition checks and relevant items as per the Wet Well clean SI form.
- xvi. Comments should be provided on any asset condition clarification or issue requiring follow-up work, with the relevant Action Request raised. Situations include, but are not limited to, examples such as defects, access issues, odour issues, lid and cover level adjustments. If the wet well or detention tank is in poor condition or in better than expected condition, a comment to adjust the cleaning frequency should be provided.



## 7.15 Rising Mains

### 7.15.1 General

- a) Rising main repairs generally require an immediate response, and repair work is required to continue uninterrupted until the works are completed and the Sewer rising main is returned to normal operations.
- b) Rising main repairs may span multiple shifts. In these instances, the Industry Partner work as part of a multi-disciplined response team, as required and along with other Industry Partners.
- c) Repair methodology and repair materials will be as directed by South East Water. The Industry Partner is to ensure that competent personnel with experience with mechanical fittings is in attendance.
- d) For burst rising mains, works will be carried out under the applicable 'Excavation Repairs' UTA based on the depth and location of the repair.
- e) Industry Partner may also be required to provide additional services such as sewer spill cleanup, Education and spoil management as part of the scope of a rising main repair.

### 7.15.2 Repair of Burst Rising Main

- a) The Industry Partner must immediately refer all property damage/ environmental impact to South East Water's Representative prior to undertaking any work.
- b) Before recharging of the rising main the contractor must seek South East Water approval to charge the rising main. Failure to notify South East Water Representative or recharge against South East Water directions will result in the contractor incurring costs of any additional bursts caused by the recharging of the main.
- c) Where consequential damage can be attributed to the failure of the Industry Partner to respond within the compliance time and/or is a consequence of poor workmanship (i.e. the quality of work has not met the expected standard), the Industry Partner will be responsible for all, or part of the consequential damage repair cost as directed by South East Water's Representative.
- d) Where another Authority is required to undertake works such as pole staying, relocation of gas main, telecom conduits, etc. Then South East Water is responsible for meeting the costs incurred from that Authority. This does not apply to any damage caused by the Industry Partner; in these cases, the Industry Partner is to meet the cost of repairs.
- e) The costs of waiting for the other Authority to undertake their works is included within the appropriate UTA for 'Excavation Repairs' and allows for up to 120 minutes of waiting time. Should the waiting time exceed this time, consultation can then take place with South East Water's Representative with regards to reimbursable costs. Time when request made and time when Authority arrives on site must be recorded in real time on the Works Management System. Any request made, will be taken in the context of the relevant UTA.
- f) Rising mains with a diameter greater than 300 mm will be repaired at 'Hourly Rates'. The Industry Partner must provide the appropriate full-time site supervision and immediately notify South East Water of the repair work.

- g) Stainless steel repair clamps are not to be used in repairing splits on UPVC/OPVC pipe. Where the split is small, then a minimum section of 1 metre is to be replaced.
- h) The repair of the burst sewer rising mains must be done in accordance to MRWA and WSAA construction methodology of water mains.

### **7.15.3 Working with and replacement of Burst AC Sewer Rising Mains**

- a) The Industry Partner must comply with the appropriate Occupational Health and Safety (asbestos) Regulations and instruction manuals, when working with or coming in contact with asbestos cement (AC) pipes.
- b) The Industry Partner must provide the necessary safety instructions to staff, issue personal protection, and equipment to staff to enable them to work safely with AC material.
- c) The Industry Partner must dispose of all pieces of AC pipe in alignment with all Legislative Requirements and South East Water's approved quality procedures.
- d) The Industry Partner must have the appropriate licenses for asbestos removal, transportation and disposal.
- e) Where an AC main fails by longitudinal splitting or by a portion of the wall separating from the pipe, the Industry Partner must replace the entire pipe length between existing couplings, irrespective of the length. Payment for the activity is to be included as part of the applicable UTA for 'Excavation Repairs', multiplied by the number of shaft lengths if greater than one shaft.
- f) The following requirements apply for AC located under driveways:
  - i. If any part of the driveway requires repair as a consequence of repairing the leak/burst, then the full length of pipe beneath the driveway is to be replaced.
  - ii. If it is possible to repair a broken back without disturbing the driveway, then it is permissible to put a stainless-steel clip on to effect repair.
  - iii. When an AC pipe has failed in a double domestic driveway, the full length of AC is to be replaced clear of the driveway. This may mean that the AC is not replaced joint to joint.
  - iv. Where the burst main is under a standard domestic driveway and is found to be AC, the full length of AC beneath and clear of the driveway edges is to be replaced. This may mean that the AC is not replaced joint to joint.
  - v. If a commercial/industrial driveway, South East Water's Representative is to be contacted for further direction.
  - vi. The cost of repairing AC as stated above will be deemed to be included within the UTA for 'Excavation Repairs'.

### **7.15.4 Working with PE**

- a) Use of electrofusion or butt-welding is not considered specialised capability.
- b) Use of mechanical couplings designed specifically for PE material is permitted.
- c) The Industry Partner is required to have the appropriate accreditation and training to undertake electro-fusion and butt-welding.



- d) Approval from South East Water's Representative is required for mechanical fitting on a burst Rising Main.

### **7.15.5 Repair of Leaking Rising Main**

In conjunction with Section 7.15.2 and 7.15.2, the following also applies:

- a) A leaking main is generally defined where sewage is leaking from a pipe or fitting and can be repaired without replacing the pipe or fitting.
- b) Leaking mains may include, but are not limited to, the replacement of bolts or flanges and tightening of Gibaults and bolts.
- c) For leaking rising mains, works will be carried out under the applicable 'Excavation Repairs' UTA based on the depth and location of the repair.

## **7.16 Covers, Surrounds and Height Adjustment of Maintenance Structures**

### **7.16.1 General**

- a) The height adjustments of Maintenance Structures to enable them to correspond to changes to surface levels are usually a planned activity and are typically carried out in conjunction with and often as a result of work performed on previous tasks created through the 'Action Request' system.
- b) The work involves establishing the new level, removing the existing cover, adjusting the height of the Maintenance Structure by either breaking away part of the existing neck, taper or barrel, or extending the existing barrel or neck, resetting the Maintenance Structure surround and lid and restoring adjacent surfaces. Maintenance Structures vary in size, shape, load rating and materials.
- c) Methods employed must suit the particular type, size and configuration of the Maintenance Structure resulting in a product that must conform to the MRWA, WSAA and South East Water Standards.
- d) Rehabilitation methodology that aligns with value for money outcomes are encouraged and will be agreed upon where suitable in consultation with South East Water.

### **7.16.2 Description of Work**

- a) The Industry Partner will raise or lower Maintenance Structures as directed by South East Water's Representative. The work must be such that the Maintenance Structure is structurally sound, watertight and performs the function for which it was intended. The level of the new cover must be within an acceptable tolerance of the desired level. Where possible all efforts should be made to utilise the existing cover. The exceptions to this are "Diamond Cast Covers" and non-gatic type concrete covers (such as "Chelsea Rounds"), which will be referred to South East Water's Representative for further direction.
- b) Maintenance Structure responses allocated from the Communication Centre are to be responded to for inspection purposes only and to Make Safe. An Action Request with photographic evidence to support the Make Safe is to be submitted on the task with the relevant rates:
  - i. If no work has been carried out, then a Service Call (a Schedule to the Agreement) is to be claimed with relevant supporting documents/photos.



- ii. If minor rectification works has taken place, then the Industry Partner is to claim the 'Response and Rectification of Maintenance Structures' UTA (a Schedule to the Agreement).
  - iii. If immediate replacement and or 'Grease and Grind' is required, the contractor is to escalate to South East Water Representative to create a task for the maintenance cover and surround replacement or 'Grease and Grind'.
- c) If 'Grease and Grind' is required to make the maintenance structure cover safe, the Industry Partner is to carry out the works to reseal the cover to an acceptable tolerance, claiming the 'Grease and Grind Maintenance Structures Covers' UTA. All supporting evidence/photos are to be submitted inclusive of a Maintenance Structure Inspection SI for task closure.
- d) Where a damaged or non-standard cover is encountered in a raising or lowering operation, South East Water's Representative may require the Industry Partner to replace it with a new cover.
- e) Payment of cover and surround replacement of Maintenance Structures will be within the applicable UTA for 'Cover and Surround Replacement' (a Schedule to the Agreement) and includes, but is not limited to:
  - i. Cover and Surround replacement:
    - a. Insertion of plastic riser in backyards (South East Water issue) to be used in non-trafficable locations;
    - b. Standard 600mm circular Maintenance Structure cover and smaller surround replacements; and
    - c. Square, Rectangle (non-circular) Maintenance Structure cover and surround replacements.
- f) Any covers reclaimed are to remain the property of South East Water and are to be deposited at a site as designated by South East Water's Representative.
- g) Any Maintenance Structures requiring height alteration are to be referred to South East Water's Representative.
- h) Any Maintenance Structure alteration is to be completed by removing the frame and surround, the Maintenance Structure is then to be raised using conventional methods. If possible, the old frame and cover is to be used, providing it is of the approved type.
- i) Raising the Maintenance Structure by leaving the old frame in and building a new on top, is not permitted. Maintenance Structure alterations are to conform to MRWA, WSAA and South East Water standard drawings.
- j) The concrete used must be in accordance with approved MRWA, WSAA and South East Water standards and AS3600.
- k) In the following situations, it is expected that a pre inspection is undertaken as part of the activity at no additional cost to South East Water:
  - i. Alternations to Maintenance Structures in footpaths and roadways that do not require excavation to locate.
  - ii. Planned alterations such as required by Council/Vic Roads planned road works.
  - ii. Payment of adjusting the height of Maintenance Structures up to 300mm and/or 750mm to 900mm will be within the applicable UTA for

'Maintenance Structure Adjustments' (a Schedule to the Agreement) and include, but are not limited to:

- a. Raise or lower up to 300mm for 600mm circular covers (Depending on existing Neck height);
  - b. Raise or lower up to 300mm for 600mm non-circular covers (Depending on existing Neck height);
  - c. Remove Part of Conical Top removing between 350mm to 450mm of the cone to raise the maintenance structure maximum of 900mm using 750mm opening; and
  - d. Remove Part of Conical Top removing between 350mm to 450mm of the cone to raise the maintenance structure maximum of 900mm.
- l) Any height alterations of inspection shafts and maintenance shafts will be paid at the 'Excavation Repairs (Excavation by Plant)' UTA relevant to the location and depth.
  - m) The contractor will be liable under relevant Defect Liability Periods (refer Section 1.6 of this specification) to ensure all levels are maintained within specified design requirements.
  - n) Photos are to be provided as per items outlined in the SI form, including photos of any works undertaken.

## 7.17 Sewer defects requiring excavation

The following clauses relate to specific requirements for excavation of Sewerage assets. For general clauses associated with Earth works and excavations, refer to Section 16 of the General Requirements.

### 7.17.1 General

A Sewer Blockage and/or and defect may require excavation to the sewer asset to repair the problem (which may require replacement with an approved pipe system) and to restore the integrity of that portion of the sewer. For all sewer excavation tasks, the following applies:

- a) South East Water's Representative must be notified and consulted with prior to works commencing, in order to confirm the need for the sewer excavation and to allocate the required work order.
- b) It includes responsibility for and controlling the flow of sewer from the time that South East Water awards a Task order for an excavation repair until its completion.
- c) The Industry Partner is required to undertake a risk assessment for the proposed methodology and assumes all liabilities in delivery of the activity.
- d) The Industry Partner is encouraged to propose alternative methodologies to repair a defect instead of undertaking excavation works. The proposed methodologies (e.g. trenchless repairs inclusive of relining and patch repairs) must demonstrate sufficient benefits to the outcome of the task to the satisfaction of South East Water's Representative. Alternative methodologies will be approved at the sole discretion of South East Water's Representative.
- e) Once the excavation repair has commenced, work is to continue without interruption during normal working hours till complete.



- f) Sealing of any existing PCBs are to be sealed/capped at the host pipe OB unless otherwise directed by South East Water's Representative.
- g) An Excavation Repair can be an urgent or non-urgent Reactive Maintenance activity and can either be on the Reticulation or Branch Sewer system, Rising Main or PCB.
- h) The Industry Partner shall have the appropriate licenses for Asbestos removal, transportation and disposal. Asbestos removal onsite can be claimed against the UTA for 'Excavation Repairs', triggering the 'Asbestos Removal' Risk Event.
- i) The following clauses apply to works impacted by a third party / other Authority's assets (e.g. electricity, communications, etc.):
  - i. Where another Authority is required to undertake works (e.g. pole staying, relocation of gas main, telecom conduits, etc.) then South East Water is responsible for meeting the costs incurred from that Authority.
  - ii. Any damage caused to another authority's assets by the Industry Partner is at the cost of the Industry Partner.
  - iii. The costs of waiting for another Authority to undertake their works is included within the appropriate UTA for 'Excavation Repairs'. This allows for up to 120 minutes of waiting time for tasks less than a Priority Level 5. All tasks with Priority Level 6 and greater are considered Planned Maintenance activities and should therefore not incur waiting times.
  - iv. Should the waiting time exceed this time, consultation should then take place with South East Water's Representative. The time when the request is made and the time when the Authority arrives on site must be recorded in real time on the Works Management System.
  - v. Any request for additional time will be taken in the context of the relevant UTA. Waiting time will apply for higher priority 1, 2, 4, 5 priority tasks and must adhere to clause 7.17.1 i) iii. All other task will be at South East Water's Representative's discretion.

### 7.17.2 Description of Work

- a) The Industry Partner must provide a 24 hour per day; 7 days per week reactive excavation repair service.
- b) The Industry Partner will be set a Priority Level as set out in the Standard of Retail Service (a Schedule to the Agreement). Start work is achieved when the Industry Partner has arrived on site and sewer network flow control requirements determined. Flow control remains the Industry Partner's responsibility until work complete.
- c) The Industry Partner is required to complete the Pre works SI form. The SI form contains relevant checks the Industry Partner should perform (e.g. obtaining field notes, property service plan, submitting relevant plant and equipment from there equipment register for auditing purposes) and ensures that the Industry Partner has researched and planned the task appropriately. Any shortfalls in information can be discussed with South East Water's Representative prior to commencement of works.
- d) All excavation repair tasks are to be completed within 7 days of allocation; however, the Industry Partner should endeavour to deliver continuity of work until rectification to manage customer expectations.

- e) On the creation of new assets or diversion of existing assets a Field Sketch is required to be submitted with the task, capturing detail such as the depth of the shaft and extent of repair.
- f) All excavation type works are to have the relevant SI forms completed with task submission on the works management system.
- g) Payment will be made within the applicable UTA for 'Excavation Repairs' (a Schedule to the Agreement). This UTA incorporates, but is not limited to:
  - i. A rate based on depth, method of excavation, and location;
  - ii. A standard shaft length of 3.6m;
  - iii. All risks associated with the works at both the location and the depth; and
  - iv. The labour, plant and equipment associated with gaining access, undertaking the repair and reinstatement of non-paved areas.
  - v. Fencing removal and reinstatement (up to 2 panels between posts);
  - vi. Locating/proving and excavating around services as per authorities' conditions;
  - vii. Trench support for different ground conditions and configurations (e.g. services);
  - viii. Traffic and pedestrian management;
  - ix. Transportation of waste for disposal;
  - x. Notifying and arranging works with the stakeholders; and
  - xi. Minor reinstatement to garden beds, paving and top soiling;
  - xii. The repair of asset in accordance to WSAA, MRWA and South East Water standards, inclusive of Bedding and Backfill materials. Items outside of the scope of the UTA must seek approval from South East Water's Representative prior to works commencing.
- h) The UTA for 'Excavation Repairs' will differentiate between:
  - i. Excavation by Hand; and
  - ii. Excavation by Plant.
- i) Care must be taken to initially position excavations in the most appropriate place to undertake repairs. Where additional excavation is required to reposition ground support, or to enable repairs to take place due to inappropriate initial location, then this cost is to be borne under the applicable UTA (e.g. Excavation by Hand or Excavation by Plant).
- j) In exceptional circumstances, the Industry Partner may wish to carry out detailed 'Dilapidation Reports' and 'Structural Engineering Assessments' where necessary due to the ground conditions, depth of excavation, proximity to structures and required excavation methods (e.g. Dewatering). The costs associated with associated with detailed Reports may be triggered in consultation with South East Water Representative. These costs will be paid at the 'Risk Event' rate based on nominated cost of the 'Risk Assessed' activity. In these instances, all reports and supporting documents must be submitted on the task at task closure in the South East Water works management system.
- k) South East Water may consider an adjustment to the relevant 'Excavation Repairs' UTA or other remedies. For example, where a minor structure (e.g. garden shed, water tank) is located at the rear of a customer's property. In these



circumstances the Industry Partner may request South East Water's Representative to trigger additional Risk Events to obtain additional resources to carry out the work. The 'Relocation of minor structures' is inclusive of labor with relocating/dismantling the structure and reinstating the structure per the stakeholders request. All other alternatives including Trenchless Repairs needs to be considered before the execution of this option. The trigger of this 'Risk Event' will be at South East Water's discretion.

- l) Installation and raising of Inspection shafts, creation of PCBs, works on property drains, etc. are to be costed into the relevant 'Excavation Repairs' UTA in accordance with the location and depth of the excavation. Raising and installation of inspection shafts for a relining task will inclusive of applicable 'Trenchless Sewer Repairs' UTA.
- m) Photographs before, during and after the works must be provided for excavations. Photographs should include, but are not limited to:
  - i. Site conditions prior to the provision of services, including but not limited to any pre-existing damage or general deterioration of existing buildings, fences and/or other structures (e.g. cracks or defects in walls/brickwork, concrete paths, driveways/crossings) which existed prior to any works, in and about where any of the works are proposed to commence including thoroughfares for vehicle and/or plant access.
  - ii. Various stages of a Job/Task (e.g. a connection, broken pipe, completed task)
  - iii. Reinstatement of area
  - iv. Cause/type of asset failure
  - v. In-place fittings used
  - vi. Scope of excavation.
- n) All photographs must be attached to the Job/Task in the Works Management System or by other means as approved by South East Water's Representative.
- o) Upon encountering rock ground conditions, the Industry Partner may claim additional labour, plant and equipment associated with excavating and handling the rock. In consultation with South East Water's Representative, these costs will be paid at the Risk Event rate based on the depth range of the excavation. In these instances, the Industry Partner is to review provided information on what the existing ground conditions are (e.g. As-Constructed records, previous work history, etc.). All relevant information and supporting documentation must be submitted at task closure.
- p) The Industry Partner is responsible for controlling the flow of sewer for all impacted properties associated with the Excavation Repair in alignment with Section 4. and Section 5. of this specification.
- q) A Task will not be regarded as having achieved Completion until the network has been restored to its state prior to commencing the Task (including but not limited to settings of valves), except to the extent that the purpose of the Task required the state to be altered permanently. If the Industry Partner believes the resultant settings are inconsistent with South East Water asset information (e.g. GT viewer, Montage), it should escalate the matter immediately to South East Water's Representative for direction as to the status in which the valve, or similar is to be left on completion of the Task.

### 7.17.3 Shaft Sizes

- a) The Industry Partner is required to first verify the location of the fault, and endeavour that the minimum number of shafts are excavated in order to rectify the fault.
- b) For the purpose of calculating the UTA for 'Excavation Repair', the standard length of an Exaction Repair shaft is 3.6m long. The Industry Partner has the right to construct a smaller size shaft, if the smaller shaft is adequate (i.e. 3.6m is too long) to carry out the request repair.
- c) Shafts excavated to a length shorter than 3.6m to perform repairs are at the Industry Partner's own discretion and risk. No additional claims are permissible for shafts which need to be extended in length up to 3.6m if the reduced shaft size is discovered to be insufficient to carry out repairs.
- d) Where works on any sewer are continuous (i.e. greater than one shaft length), the additional shaft will be paid within the applicable 'Additional Shaft' rate within the UTA for 'Excavation Repairs' (a Schedule to the Agreement). Where more than two shaft lengths are required, South East Water's Representative will determine the appropriate method of payment with the Industry Partner.
- e) The width of the trench must be sufficient to accommodate the depth and diameter of the pipe in order to safely undertake the repair and ensure MRWA embedment and backfill conditions are achieved.
- f) Timbers used for ground support are deemed to be included in the UTA (e.g. Excavation by Hand or Excavation by Plant). An additional claim for materials may be made where South East Water's Representative directs the Industry Partner to leave timbers used for ground support in a backfilled excavation. Such claims must have documented evidence to support the cost of materials claimed.

### 7.17.4 Tunnelling works

- a) Tunnelling works may be required where an obstruction prevents the Industry Partner from excavating down onto the required location for repairs.
- b) Tunnelling out 600mm from an excavated shaft is deemed to be included in UTA (Excavation by Hand or Excavation by Plant).
- c) Tunnelling works beyond 600mm may have costs recovered through triggering the 'Risk Event' for tunnelling. The Payment will be based on the length of the tunnel. Tunnelling claims must include photos of tunnel sets used as ground support. Claims for tunnelling work are only to include costs for those personnel an associated plant and equipment directly involved with the activity and any materials not already deemed included in the associated UTA (Excavation by Hand or Excavation by Plant).
- d) In some cases, it may be preferential to tunnel to perform repairs. For example, under a storm water drain, under an exposed aggregate driveway which may be difficult to match when reinstating, or under a customer's property which they do not wish to be moved or disturbed. This method of repair is to be discussed and agreed with South East Water's Representative prior to commencement.
- e) Claims for tunnelling work are only to include costs for those personnel an associated plant and equipment directly involved with the activity at the applicable Hourly Rates, and any materials not already deemed included in the associated UTA (Excavation by Hand or Excavation by Plant).



- f) Claims lacking sufficient evidence for additional works will not be approved for payment until such evidence is presented.

#### 7.17.5 Dewatering

- a) Saturated or waterlogged ground can complicate ground support requirements during excavation. Where possible prior to starting excavation works:
  - i. Sewer field notes must be examined to determine if ground water has been identified during construction.
  - ii. Invert levels on GTViewer should be checked to see if the sewer is located at, or below sea level.
  - iii. Consideration should also be given to the condition of the ground if the sewer has been infiltrating into the soil over a long period of time.
  - iv. Council and Melbourne Water drainage systems may be in poor condition and saturating the ground. Overlay files are available on GTViewer so that intersection points between the drainage and sewerage system can be identified prior to excavation.
- b) A hydro/vacuum unit must not be used as a primary source of dewatering for wet or saturated (predominantly) non-cohesive soils e.g. sand, sandy silt, or sandy clay for repairs that will take greater than one day to complete. Construction of well points through the use of ground spears and/or sump pumps must be used for this purpose.
- c) Where poor ground conditions exist (e.g. where extensive dewatering is required, Coode Island silt), the labour component and costs associated with installing, operating and decommissioning a 24/7 dewatering setup may be triggered, in consultation with South East Water's Representative. These costs will be paid at the Risk Event rate based on the depth range of the excavation. In these instances, the Industry Partner is to review provided information on what the existing ground conditions may be (e.g. as-constructed records, previous work history, etc.).
- d) Dewatering by the use of hydro excavation (or similar) that is also used to remove the soil, will be considered 'Excavation by Plant' and will be costed to the UTA.
- e) It is considered advantageous to initially excavate downstream on the failure point in the sewer to allow an outlet for built up sewage and ground water behind the failure point. The Industry Partner must be able to demonstrate why this option was not considered if it is available for control of flows within the repair site excavation.
- f) No additional claims are permissible where an excavation is found to be flooded following a rain event or surcharge of ground water (including through failure or under-capacity of any installed de-watering systems), whether it be from a rain event or a high tide level, or through build-up of flows from the sewerage network. The Industry Partner is required to empty an excavation so that repair works may resume.

#### 7.17.6 Pipe Replacement - Reticulation and Branch Sewers

- a) All works need to be in alignment with the relevant MRWA standards in terms of pipe material, design and compaction, etc., noting ground conditions and material will influence nature of rectification works.

- b) For instances where existing backfilling exists (e.g. a concrete embedment), the Industry Partner is required to ensure that a 'like for like' replacement is delivered.
- c) Any replacement of a PCB and inspection shafts as a result of the defective sewer or repair work is included within the appropriate UTA for 'Excavation Repairs' (a Schedule to the Agreement).
- d) Where works are on a Branch Sewer main (>300mm) and the pipe is concreted to spring line and/or concrete encased as per the field note, works around removing and re-pouring concrete embedment may be claimed on top of the applicable UTA where agreed to by South East Water as being a Risk Event.

### **7.17.7 Pipe Replacement – Property Connection Branch**

- a) Where more than one standard shaft length is required for the full length of a PCB to be replaced, then the method of replacement is to be determined in conjunction with South East Water's Representative.
- b) Where a shaft has been excavated over a PCB, then the full length of pipe is to be replaced in an approved pipe material:
  - i. Where the collar of the OB and the property point of connection is contained within a single standard shaft;
  - ii. Along the full length of the shaft (for PCBs which length is longer than a single shaft).
- c) Where the OB on a reticulation sewer is damaged, this should be replaced as part of the pipe replacement.
- d) Where the PCB is constructed of concrete, then the Industry Partner will liaise with South East Water's Representative to determine the desired length and method of replacement required.
- e) Common practice is that all bends and IOs on PCBs are bedded in concrete to ensure stability of the assets. It is considered that repairs on PCB and removal of concrete in these scenarios are considered under the UTA.
- f) The Industry Partner is to check if an IS exists. If not installed, the Industry Partner is to consult with South East Water's Representative regarding installation requirements.

### **7.18 Greenfield Minor Sewer Alterations**

- a) Where minor alterations are required for either alteration, insertion or decommissioning of PCB at a single property. Minor Sewer Alterations include the following scope of works:
  - i. Construction of New PCB only;
  - ii. Construction of New PCB + Cut & Seal of existing branch;
  - iii. Property Connection Branch Cutback;
  - iv. Construction of New PCB out of existing Manhole; and
  - v. Construction of New PCB out of existing Manhole + Cut & Seal of existing Branch.
- b) These works may be required at South East Water's Greenfield areas consisting of Clyde, Clyde North, Officer, Pakenham, Cranbourne East and Cranbourne West. These Greenfield areas consist mainly of Clay based soils.



- c) All Greenfield minor sewer alterations will be within the property boundaries with no excavation works required within the road reserve. All locations will be either 'Vacant Blocks' or allow access to machinery (3m clearance).
- d) All PCBs to be constructed in approved PVC pipe and fittings. All host pipe fittings are to be in conjunction with MRWA standards for 'Live Sewer Works' and 'Pipe Connections'. All works for construction of Property Connections Branches will be Type 1a, Type 1b and Type 2 only.
- e) All backfill and embedment must comply with MRWA, WSAA and South East Water standards and specifications.
- f) Sealing of any existing Property Connection Branches are to be sealed/capped at the host pipe OB unless otherwise directed by a South East Water Representative.
- g) Greenfield Minor Sewer Alteration activities will be carried out at a 'Schedule of Rates' based on the activity description in conjunction with the depth of the works. Rates should include all materials, labor, plant and project management associated with these works.
- h) All relevant SI Forms associated with the works are to be completed upon completion of the work and submitted to South East Water. Photographic evidence of the work carried out is to be attached to the task along with an 'As Constructed' drawing. Tasks will not be paid until supporting documentation, photos and data are submitted on the task.

## 7.19 Trenchless Repairs

### 7.19.1 General

- a) The Industry Partner is required to undertake a risk assessment for the proposed methodology and assumes all liabilities in delivery of Trenchless Repairs. Trenchless repairs include but are not limited to the following:
  - i. Repair/patch of point defects in a sewer and PCB's such as roots infiltrations, cracking displacements, infiltration etc.;
  - ii. Sealing of disused and abandoned PCB junctions;
  - iii. Displaced, protruding and defective PCB junctions i.e. top hats
  - iv. Property connection branch trenchless renewals
- b) Trenchless Repairs must be designed to:
  - i. Be fully structural in accordance with Australian Standards whilst assuming that the host pipe condition is deteriorated i.e. the long-term performance of the existing sewer is doubtful and the patch will eventually bear the full load from the ground, ground water and traffic.
  - ii. Withstand all loadings applied to the existing pipe, including but not limited to:
    - a. Soil loading
    - b. Hydrostatic loading
    - c. Vehicle loading
    - d. Surcharge loading
  - i. Have a certified minimum service life of 50 years

- ii. Minimise cross-sectional area loss for sewage flow
- iii. Withstand exposure to (for the entire service life):
  - a. Passive sewer cleaning;
  - b. Sewage, sewage related gases and mild concentrations of industrial effluent;
  - c. Abrasion due to sands, silts and grit typically carried in raw sewage flows;
  - d. Exposure to soil bacteria and any chemical attack, which may be due to residue remaining on the wall of the host pipe or materials in the surrounding ground;
  - e. Marine conditions in low lying areas where sea infiltration may occur.
- i. Ensure internal surface finish has a roughness lower than equivalent Colebrook-White coefficient of friction of 1.0mm.
- ii. Any patch liner proposed must be designed to the same criteria as sewer main liners covered by this specification. The patch length must be no shorter than 400mm.
- c) Approval from South East Water is required prior to commencement of the activity if any partial or full sewer isolation required. A minimum of 48 hours' notice is required for the Industry Partner to notify South East Water's Representative of the planned start of works.
- d) The Industry Partner is responsible for and controlling the flow of sewer from the time that South East Water Awards a Task order for a sewer Trenchless Repair until its completion. Controlling the flow will be included under the Schedule of Rate Tasks for the Trenchless Repair.
- e) Trenchless Repair activities will be carried out as a Schedule of Rates Task based on the activity being carried out. The rates are based upon the host pipe sizes, multiplied by the length of the repair.
- f) If two or more differing Activity descriptions are carried out on the same request/line to perform a Task, the Activity with the highest rate will be applied first, and the rate (for subsequent repairs) will apply for the other Activities.
- g) Where works on any sewer require an additional repair, the additional repair will be paid within the applicable 'Subsequent Repair' rate within the Schedule of Rate Task costs for Trenchless Repairs. The rates for subsequent repairs exclude initial mobilisation, set-up costs, etc. The subsequent repairs rates will apply when there is more than one Activity in the same request/line for a Task.
- h) Where the Industry Partner identifies the requested repair/s does not cover the defect, the Industry Partner must contact South East Water's Representative to obtain prior approval for installation of an additional or varied length of patch.
- i) Additional repairs on the same asset will require an additional SI forms for each repair.

### 7.19.2 CCTV Inspection (pre and post survey)

- a) CCTV inspection surveys are to be undertaken in accordance with the most recent editions of the Conduit Inspection Reporting Code of Australia WSA 05.



- b) CCTV inspection and reporting must be coded and presented in a format for direct downloading into South East Water's master CCTV Inspection Database using suitable WinCan software.
- c) A CCTV inspection survey of the line is required prior to undertaking the activity. This assessment needs to confirm the condition of the entire length of pipe and that the activity is fit to proceed. The Industry Partner is required to identify any associated risks in performing the task and highlight any required variations.
- d) Unless directed otherwise, for each Final CCTV inspection, the Industry Partner must provide South East Water's Representative with completed inspection data within seven (7) working days of the Survey taking place.
- e) All reports must make note of any and/or all discrepancies between data supplied by South East Water's systems (e.g. GIS such as GTViewer, Field Notes, or Property Service Plans), and those found on site (e.g. sewer material or diameter, Sewer Lengths, Maintenance Structure locations).
- f) Information supplied which fails to meet the minimum level of accuracy as required in the Conduit Inspection Reporting Code of Australia will re-inspected by the Industry Partner at no additional cost to South East Water.
- g) The Industry Partner must ensure all the above requirements are deemed to be all inclusive to the relevant Specific Rate for the activity.

### **7.19.3 Defective patches, linings and incorrect sealing**

- a) The Industry Partner must confirm the location of all property connection branches (PCB's) indicated on the design plan to be "sealed" prior to commencing any works. Any incorrect sealing of connections is to be rectified by the Industry Partner at their cost.
- b) The post patch CCTV inspection (refer Section 7.19.2) must show that no obvious defects are present;
- c) In the event that the patch is unacceptable, the Industry Partner may be required to remove the defective patch by a method approved by South East Water and re-patch the sewer with a patch of the same or greater strength.
- d) The Industry Partner must submit to South East Water's Representative for approval a complete method statement detailing the proposed rectification. All such rectification works, repair or replacement, control of by-pass pumping and relevant South East Water's costs must be borne fully by the Industry Partner.
- e) If a trend of similar patch faults emerges, the Industry Partner must investigate the relevant faults, develop corrective actions, and submit to South East Water's Representative for review prior to the installation of any additional patches on South East Water's network.

### **7.19.4 Pre-cleaning and surface preparation**

- a) All loosened and inherent silt and grease material in the sewer to be repaired must be prevented from passing downstream.
- b) For lines that include concrete sections or oblique connections only passive cleaning (i.e. no high-pressure jetting) will be permitted, any pipework damaged by cleaning/root cutting techniques will be at the Industry Partner's risk. The use of alternative (non-jetting) techniques for cleaning, that provide lower risk to the integrity of the asset will be viewed favorably.

- c) Where a concrete section or concrete oblique connection is present and requires repair, low pressure cleaning only is to be used. Water for the hydraulic cleaning process must only be taken from 'Approved Hydrants'. All vehicles that withdraw water from South East Water's water mains are required to hold a valid Hydrant Permit and have a Water Usage Tracking Unit installed. This can be arranged through South East Water and with use South East Water maps app or South East Water website to ascertain correct hydrant.
- d) The Industry Partner must at all times be mindful of the risks associated with Blowbacks when conducting activities (refer Section 5.2 of this specification).

### **7.19.5 Performing the task**

- a) For the purpose of calculating the Schedule of Rate cost for 'Trenchless Repairs' the diameter of the asset and the length of the defect will be determined by the South East Water Representative;
- b) All required approvals have been obtained prior to the commencement of work.
- c) All customers affected by the works have been consulted, engaged and informed of the works.
- d) Only South East Water approved sewer patching products are to be installed.
- e) Patching work must not commence until:
  - i. A Confined Space Entry rescue plan is in place;
  - ii. South East Water Confined Space Entry permit number has been obtained.
- f) If required, traffic management is in place prior to the commencement of the works
- g) Sewage flows must be controlled in accordance with Section 4. .
- h) Precondition survey must be in accordance with Section 7.19.2 and Section 7.19.3.
- i) Lines to be patched must be inspected and cleaned in accordance with Section 7.19.4.
- j) Host pipe stability must be maintained at all times.
- k) Installation stresses placed on the host pipe must be minimised.
- l) Patches must be installed in accordance with the manufacturer's specifications.
- m) It is preferable that patch installation is carried out under CCTV inspection where possible.
- n) The finish quality of installed patches must be in accordance with Section 7.19.7.
- o) All sewer system faults are reported to South East Water via 'Action Requests'.
- p) Post installation CCTV must be captured in accordance with Section 7.19.2.
- q) Defective patches must be remedied in accordance with Section 7.19.3.

### **7.19.6 Installation of access and inspections points to facilitate trenchless repairs**

- a) Rehabilitation of sewers from Maintenance Structure to an end of line shaft, which may require the end of line to be dug up, represent a small but significant portion



of the total rehabilitation program. Alternative and innovative methods, to minimise or eliminate such excavations and their impact will be favorably viewed.

- b) Excavations up to 1.5m in depth will be included under the scheduled rate for the trenchless repair with the Industry Partner responsible for all reinstatement works.

#### **7.19.7 Finish Quality**

- a) The patch must be close fit against the host pipe along the whole of its length and edges with no projections.
- b) The installed patch must be continuous over its length and must be free of any visible defects, which may affect the satisfactory hydraulic performance of the lined pipe or cause accumulation of solids.
- c) The patch must be free of any leakage from the pipe to the surrounding ground or from the ground to the inside of the patched pipe.
- d) Wrinkling must not reduce the diameter by more than 2mm.
- e) The Industry Partner must remove any defects found and repair the patch to meet the above minimum standards. The cost of such defect repair work is to be borne by the Industry Partner.

#### **7.19.8 Stop work and task abandonment**

- a) South East Water may instruct an Industry Partner to stop working on any awarded Task. Where an Industry Partner has commenced work on a Task, then South East Water will reimburse the Industry Partner for time incurred consistent with the Schedule of Rates. South East Water may also vary the priority level of an awarded Task, regardless of whether the Task has commenced.
- b) The Industry Partner is also required to advise if circumstances change and the activity is too risky to proceed (i.e. renewal required).
- c) The 'Abandonment Rate' is a fixed amount as detailed in the Schedule of Rates (a Schedule to the Agreement). The Industry Partner must note that the 'Abandonment Rate' will only apply as follows:
  - i. If the defect has already been repaired (this can happen if a patch has been issued and has collapsed before the Industry Partner gets there or due to poor record keeping);
  - ii. If the defect has deteriorated since the job was issued and a trenchless repair is no longer possible; and
  - iii. If the line has since been abandoned or renewed (but the job should have already been cancelled in this case).
- d) Should the Industry Partner claim an Abandonment Rate the CCTV work is deemed to be included in the Abandonment Rate and the Industry Partner must supply CCTV footage to South East Water, (even if it shows the line to be full, South East Water still requires CCTV footage as evidence) prior to South East Water paying the Abandonment Rate. If the Industry Partner fails to supply CCTV footage to South East Water, the Abandonment Rate will not be paid to the Industry Partner.
- e) Abandonment fees will only be paid when a patch cannot be installed due to:
  - i. The defect has worsened, and the line is unable to be patched (i.e. collapsed as determined by a pre-CCTV assessment); or

- ii. The defect has been repaired by another method (i.e. a UPVC repair). This may occur if the line has collapsed and been repaired as a Reactive Maintenance Task.
- f) Large root masses and debris in the sewer, buried/sheeted over manholes, high flows, high gas levels, traffic management or problems obtaining access to the launch/retrieval manholes are not causes for an abandonment fee to be paid. The Industry Partner must have inspected and mitigated any such risks associated with possible reasons for abandonment other than those stated in this Section 7.19.8. of this specification.

### **7.19.9 Inspection testing and acceptance**

- a) The Industry Partner is required to undertake any testing based on the requirements of relevant standards.
- b) At the discretion of South East Water's Representative, the Industry Partner may be required to carry out specific inspections and tests of any repaired mains at the Industry Partner's own expense.

### **7.19.10 Task Completion**

- a) Upon completion of the Trenchless Repair, the Industry Partner is responsible for ensure compliance of data entry input into the Works Management System, ensuring the Task status is Work Complete.
- b) A final CCTV inspection is to be undertaken by the Industry Partner after the repair works are completed. South East Water's Representative may also wish to view the pre-repair CCTV Inspections conducted before and after cleaning of the sewer.
- c) Where practical, the CCTV inspection of sewers must commence at the downstream access chamber and proceed towards the upstream access chamber. A picture must be taken of each patch on the sewer as evidence of repair.
- d) No payment will be made for any Works until a CCTV pre and post inspection and report are provided to South East Water in accordance with this Specification.
- e) All relevant SI Forms associated with the task to be completed.

## **8. Scheduled Sewer Maintenance Services**

### **8.1 General Scheduled and Programmed Maintenance Requirements**

- a) Scheduled and Programmed Sewer Maintenance Services include, but are not limited to:
  - i. Cleaning of Reticulation Sewers,
  - ii. Cleaning of Branch Sewers,
  - iii. CCTV Inspections of Reticulation Sewers,
  - iv. CCTV Inspections of Branch Main Sewers,



- v. Inspection and Maintenance of Gas-check Maintenance Structures,
  - vi. Inspection and Maintenance of Syphons and Water Seals,
  - vii. Inspection and Maintenance of Wet Wells,
  - viii. Inspection and Maintenance of Emergency Relief Structures (ERS's),
  - ix. Inspection of Maintenance Structures,
  - x. Inspection of Sewer Creek Crossings,
  - xi. Inspection of Sewer Vent Stacks.
- b) Scheduled Sewer Cleaning, CCTV and Inspection works include, but are not limited to:
- i. Risk and frequency based programs, where assets are to be maintained, cleaned and/or inspected by set Priority Levels issued as part of annual programs.
  - ii. Part of an annual program where specific sewer lengths (or assets) are requested to be completed during a specified month.
- c) Planned Sewer Cleaning, CCTV and Inspection works include specific sewer lengths (or assets) which are required to be completed by a target date of not less than 7 days from the time of issue.
- d) Monthly progress meetings will be required to review performance and report progress against all Scheduled Maintenance program requirements.
- e) For Scheduled Maintenance programs, pre-inspections must be carried out to ensure appropriate access is available to the required Maintenance Structures and the need for flows to be managed / controlled is determined. All inspections are inclusive in the UTA.
- f) Where obstructions exist that prevent access to sewerage assets, the Industry Partner must notify the property owner to make them aware of access issues, and advise the customer to arrange rectification where required (e.g. a cubby house or a wood pile has been placed over a Maintenance Structure cover). All Maintenance Structure obstructions are to be reported to South East Water's Representative.
- g) The Industry Partner is required to make all reasonable attempts to contact a Customer regarding access issues or requirements. A reasonable attempt is considered by South East Water to be inclusive of the following items, with each contact attempt to be recorded within the Works Management System:
- i. Calling the customer to notify access requirements for works and to agree upon a suitable time and date for future visit (advising South East Water if the contact number is not correct).
  - ii. Alternatively, visit the site if phone notification is unsuccessful, leaving a Customer Notification card if contact cannot be made.
  - iii. If customer response to a notification card does not occur, attend the site on a weekend and/or after hours.
- h) The Industry Partner is required to remove any tree root coverage or ingress into a Maintenance Structure that is identified whilst attending a task. This removal is considered by South East Water to be within the scope of the UTA.
- i) All Maintenance Structures which are accessed/opened are required to have the covers/rims scraped to remove excess rust/dirt/grime build-up and greased prior

- to the cover being repositioned. Where keyhole plugs exist, these are to be replaced.
- j) If 'Grease and Grind' is required to make the maintenance structure cover safe, the Industry Partner is to carry out the works to reseal the cover to an acceptable tolerance. The Industry Partner is to then claim the 'Grease and Grind Maintenance Structure covers' UTA. All supporting evidence/photos to be submitted inclusive of a Maintenance Structure Inspection SI for task closure.
  - k) In situations where Maintenance Structures may be covered by natural surfaces or other obstructions, it is the responsibility of the Industry Partner to undertake all reasonable measures to locate a Maintenance Structure (e.g. detector, ground probe/rod). An additional Task may be raised in consultation with South East Water's Representative should the Maintenance Structure be confirmed as being greater than 300mm below natural or landscaped surface.
  - l) In circumstances where the finish level of a manhole in a backyard is below the natural or landscaped surface level, the Industry Partner must install an approved lightweight manhole riser. Where the depth is greater than 300mm below the natural or landscaped surface level, or is in a public space, the Industry Partner must raise an action request for the manhole cover and surround to be structurally raised.
  - m) Asset condition assessment is an important element which feeds into South East Water's Asset Management systems. Requirements have been established, which the Industry Partner must adopt, for ensuring consistent interpretation and accurate reporting of the condition of South East Water assets when performing scheduled or planned maintenance tasks.
  - n) The timing of scheduled and planned works is to be conducted during normal working hours, but exceptions may be required for out of hour's works (e.g. heavy traffic areas, inspections and cleaning during low peak flow conditions). Out of hours works is to be coordinated with South East Water's Representative.
  - o) It is the Industry Partner's responsibility to ensure that all localised spills within reasonable proximity (e.g. line of site) of a task are identified and addressed by the Industry Partner whilst onsite.
  - p) For any planned activity, a Maintenance Structure inspection SI Form is required as a standard activity whilst on site, unless directed otherwise by South East Water's Representative.

## 8.2 Scheduled Cleaning of Reticulation & Branch Sewers

### 8.2.1 Description of Work

The scheduled and planned clearing of sewer lines, as distinct from the reactive clearing of a Sewer Blockage, is the clearing of the normal deposits of silt, rags, fat, tree roots and other forms of debris which are effectively reducing the hydraulic performance of the sewer.

The work is a planned operation and will have a low or planned response in alignment with the following conditions:

- a) The Industry Partner must clean the assets using the following procedure unless prior agreement has been reached between the Industry Partner and South East Water's Representative:



- i. The Industry Partner must clean the entire length of sewer from the downstream Maintenance Structure to the upstream Maintenance Structure.
  - ii. A full-sized cutter/nozzle is to be used from the downstream Maintenance Structure to the upstream Maintenance Structure. The selection and application of various cutters/nozzles must be used in conjunction with Industry Partners approved work procedures.
  - iii. Jetting equipment should always be appropriately operated, taking into consideration pipe diameter, material, age, pump pressure and flow, in order to ensure efficient and effective clearing of Sewer Blockages (refer South East Water procedure BS2846 - Safe Use of High-Pressure Water Jetting Equipment).
  - iv. If PVC, concrete, and relined sewer including sewers containing patch repairs are present, the Industry Partner must use various cutters/nozzles in conjunction with Industry Partners approved work procedures.
  - v. If a full-size cutter/nozzle is unable to be used, then South East Water's Representative must be notified.
- b) Where a Sewer Blockage has occurred at a programmed location that has not had the clean completed within scheduled timing, the resultant reactive activity will be paid under the payment for scheduled works unless reasonable explanation of delay can be provided (e.g. customer contact issues).
- c) If large quantities of debris or rubble are being received back into the Maintenance Structure, it may be necessary to carry out a confined space entry to shovel it into bags for disposal or to engage an eductor or combination suction/jetting unit. Direction should be sought from South East Water's Representative as to which option to use.
- d) The scheduled and programmed cleaning of reticulation and branch mains must include notification requirements, co-ordination and management of property access, location and exposure of Maintenance Structures, and notification of Maintenance Structure defects.
- e) Sewer Cleaning includes appropriately sized basket installation in the downstream Maintenance Structure, the removal and disposal of debris/roots from clearing the Sewer Blockage and any cleaning required in the Maintenance Structure/s. It does not include Maintenance Structure entry but does include any root/object and debris removal that can be removed from the surface (e.g. by using poles/hooks/baskets) and also includes jet wash down of the Maintenance Structure(s).
- f) Measurement, for payment, of scheduled and programmed clearing of sewer lines will be based on the number of metres of sewer line cleaned as reported on the Sewer Cleaning SI in the Works Management System. The total number of metres reported will then be used to determine the 'Derived' value of the UTA based upon the rate applicable to Scheduled Sewer Tasks 'Cleaning of Reticulation Sewers and 'Cleaning of Branch Main Sewers' (a Schedule to the Agreement).
- g) Transportation of the waste for disposal from the cleaning works described is considered to be within scope of the specified UTA.
- h) When combo and cleaning branch sewers, the transportation of waste for disposal is considered to be within the specified UTA rate.

- i) The Industry Partner must at all times be mindful of the risks associated with Blowbacks when conducting activities (refer Section 5.2 of this specification).

### 8.2.2 Reporting

Requirements for ensuring consistent interpretation and accurate reporting of the condition of Sewers during cleaning include, but are not limited to, the following items:

- a) Upon completion of the inspection and maintenance activities, the Sewer Clean (SI) form in the Works Management System must be completed and the task placed into the 'Work Complete' status when all lines have been cleaned.
- b) The following descriptions and requirements are to be used when reporting:
  - i. This will be either the Reticulation or the Branch Sewer Program.
  - ii. This will be supplied by South East Water's Representative when the work is allocated.
  - iii. The material type and diameter of the sewer being cleaned.
  - iv. The length as shown on South East Water's GIS.
  - v. The actual length measured/cleaned in the field. Note: if this length differs from the GIS length substantially a Field Sketch with the measured length must be created and passed to South East Water's Representative.
  - vi. All gas levels (H<sub>2</sub>S, O<sub>2</sub>, LEL, CO) as displayed on the gas detector must be recorded prior to venting
  - vii. Cleaning Details
  - viii. Line Condition
  - ix. Other Information
  - x. Photos as per items outlines in the SI form
  - xi. Photos of any works undertaken

## 8.3 Scheduled CCTV Inspections of Reticulation & Branch Sewers

### 8.3.1 Description of Work

Services associated with 'Scheduled Sewer Tasks - CCTV Inspections of Reticulation Sewers and Branch sewers' are those requests for CCTV which are on Reticulation or Branch Sewers, are non-urgent and generally fall into the category defined for Planned and Scheduled works in clauses 8.1 b) and c).

- a) CCTV inspection of sewer lines must include, but are not limited to:
  - i. Attending the site and gaining access to the sewer through the most convenient and most effective entry point(s).
  - ii. CCTV of the full pipe length (i.e. Maintenance Structure to Maintenance Structure) of the requested lines, inclusive of panning around in the maintenance structure and looking up the Maintenance Structure.
  - iii. To achieve full pipe length coverage, attempts to CCTV must be made from both downstream and upstream Maintenance Structures.
  - iv. Requesting approval to proceed with any cleaning works from South East Water's Representative where cleaning of a sewer is required in order to



undertake the CCTV activity. The CCTV report should identify what has caused the need for cleaning (i.e. the post-cleaning CCTV inspection video and report should be joined with the pre-cleaning CCTV inspection and resume from where the initial inspection was halted in order for cleaning to take place).

- v. Plugging of the sewer, if required. The Industry Partner must notify and gain approval from South East Water's Representative prior to the installation and removal of any plugs. This must also be recorded on the works management system. A minimum of 48 hours' notice is required for sewer mains under 300mm diameter.
- vi. Any additional staff required for the installation and removal of plugs for flow management, will be paid using the applicable UTA for 'CSE Maintenance Structure works' (a Schedule to the Agreement).
- b) Where a temporary rise in the flow within the sewer due to wet weather makes work impossible and/or peak flows are encountered, the Industry Partner must either move to a different location where work is still possible or will delay the services until the high flows have abated. The Industry Partner is not entitled to any additional costs due to wet weather or high flows. The Industry Partner is responsible for relocating / postponing / flow management.
- c) Measurement for payment of scheduled and programmed CCTV of sewer lines will be based on the number of metres of sewer line inspected by CCTV as reported on the Sewer CCTV SI in the Works Management System. The total number of metres reported will then be used to determine the 'Derived' value of the UTA based upon the rate applicable to Scheduled 'CCTV of Reticulation Sewers' and 'CCTV of Branch Main Sewers' (a Schedule to the Agreement).
- d) In the event of a CCTV and clean, the footage submitted must show a clear line free of debris. If the footage and/or cleaning of the line is not adequate (e.g. tree roots still in line, fats on pipe wall, poor quality camera footage, etc.) the Industry Partner will be required to complete additional clean and CCTV at no cost to South East Water. Where cleaning was carried out, the total number of metres reported will then be used to determine the 'Derived' value of the UTA based upon the rate applicable to Scheduled Sewer Tasks 'Cleaning of Reticulation Sewers' and 'Cleaning of Branch Main Sewers' (a Schedule to the Agreement).

### 8.3.2 CCTV Data

- a) CCTV inspection surveys are to be undertaken in accordance with the most recent editions of the Conduit Inspection Reporting Code of Australia WSA 05.
- b) CCTV inspection and reporting must be coded and presented in a format for direct downloading into South East Water's master CCTV Inspection Database using the appropriate WinCan software.
- c) Where the Industry Partner is required to provide un-coded CCTV footage to South East Water, the footage must be provided in a South East Water compatible WinCan format. Header information and file naming convention must be completed in accordance with requirements for coded footage. Sewer cleaning requirements and standards are to be followed in accordance with those for the provision of coded footage.
- d) If the Industry Partner proposes to utilise an alternative software package, then full details of this software, including capabilities and the adherence to the requirements set out in this specification, must be provided with their submission. The alternative software must be fully compatible with the appropriate WinCan

format. Acceptance of use of alternative software is entirely at discretion of South East Water.

- e) Operators and/or persons responsible for identifying and recording defects, service conditions, construction features, and for preparing reports and operating equipment must hold, or show evidence of progression to attainment of, qualifications as identified in the Conduit Inspection Reporting Code of Australia WSA 05.
- f) South East Water will provide digital copies of a suitable WinCan template and catalogue files which must be used when coding CCTV inspections of reticulation or branch sewers. From time to time, updated versions of these files will be supplied to the Industry Partner. The Industry Partner must have the latest version of these files in use at all times.
- g) Information supplied which fails to meet the minimum level of accuracy as required in the Conduit Inspection Reporting Code of Australia or that does not comply with clause 8.3.2 b) will be requested to be re-inspected at no additional cost to South East Water.
- h) Unless directed otherwise, CCTV submissions will consist of:
  - i. A digital video file for each sewer inspected;
  - ii. A report in acrobat (PDF) format for each sewer inspected; and
  - iii. A suitable WinCan database file.
- i) Unless directed otherwise, for each planned CCTV inspection issued in packages, the Industry Partner must provide South East Water's Representative with completed inspection data within four (4) weeks of the Survey taking place. All reactive CCTV inspections must be returned to South East Water within (7) days unless directed otherwise.
- j) Submission of completed inspections must be formatted for direct upload and merger with South East Water's servers. Any errors preventing upload will require rectification and re-submission with seven (7) days of receiving notification from South East Water.
- k) All severe or potentially dangerous defects (e.g. collapsed or partially collapsed conduits, electrical or gas lines bored through the sewer, or large voids) must be reported immediately to South East Water's Representative. Digital video of these defects may be requested separate to the data downloaded to WinCan (i.e. just the video footage), such as an attachment to an e-mail to South East Water's Representative or to an external storage device, within 24 hours of discovery.
- l) Field notes are to be amended regarding any and/or all discrepancies between data supplied by South East Water's systems (e.g. GIS such as GTViewer, Field Notes, or Property Service Plans) and that actually found on site (i.e. sewer material or diameter, Sewer Lengths, Maintenance Structure locations, etc.).
- m) Each CCTV inspection survey must commence from a zero-datum point defined as the center of the Maintenance Structure.
- n) On occasion, South East Water's Representative may request the Industry Partner to carry out a CCTV inspection survey of newly constructed assets. The Industry Partner's CCTV equipment must be capable of producing inclination reports and ovality checks. CCTV inspections surveys of this nature will be payable under the UTA item for Reticulation or Branch Sewer CCTV inspection.



### 8.3.3 Reporting

Upon completion of the inspection and maintenance activities, the Sewer CCTV and Sewer Maintenance Structure SI form in the Works Management System must be completed and the task placed into the Work Complete status when all assets associated with the inspection Task have been inspected.

The following descriptions and requirements are to be used when reporting:

- a) Program: This will be supplied by South East Water's Representative when the work is allocated.
- b) Package: This will be supplied by South East Water's Representative when the work is allocated.
- c) Material & Diameter: The material type and diameter of the sewer being cleaned.
- d) GIS length: The length as shown on South East Water's GIS.
- e) First Survey: The actual length of pipe inspected in the field at first attempt.
- f) Second Survey: The actual length of pipe inspected on an additional attempt (e.g. from the Maintenance Structure at the other end of the sewer, or from the same Maintenance Structure if cleaning was carried out, and the pipe then re-inspected). Note: if the entire length of the pipe inspected differs from the GIS length substantially, a Field Sketch with the measured length must be created and passed to South East Water's Representative.
- g) Gas Levels: All gas levels (H<sub>2</sub>S, O<sub>2</sub>, LEL, CO) as displayed on the gas detector upon asset entry must be recorded prior to venting.
- h) Other information:
  - i. Cleaning Required: Does the sewer require cleaning? This does not need to be ticked if cleaning has been carried out at the same time as the CCTV inspection.
  - ii. Maintenance Structure Faults: Are there any Maintenance Structure faults?
  - iii. Operator One/Operator Two/Truck No: Who the vehicle operators were and what vehicle were they using.
  - iv. Nozzles/cutters, setup, pressures used to clean the line.
- i) Photos as per items outlines in the SI form and photos of any works undertaken.
- j) Comments should be provided on any asset condition clarification or issue requiring follow-up work, with the relevant Action Request raised. Examples include, but are not limited to defects, access issues, lid and cover level adjustments.

## 8.4 Inspection and Maintenance of Gas-check Maintenance Structures

### 8.4.1 Description of Work

A Gas-check Maintenance Structure is a Maintenance Structure on a Reticulation or Branch Main sewer incorporating an inverted syphon to trap sewer gas and ensure it cannot pass upstream. Due to the hydraulic nature of these assets, they are a common location for the build-up of Fats, Debris, Silt, and lodgment of obstructions.

The purpose of this program is to remove the build-up of Fats, Debris, Silt, and other obstructions that may cause Sewer Blockages and spills.

Requirements for the inspection and maintenance of Gas-check Maintenance Structures include, but are not limited to:

- a) Inspection of the Maintenance Structure(s) and recording (this will be for the Maintenance Structure on the upstream side for double gas checks) the following:
  - i. Gas Levels;
  - ii. Surcharge Levels;
  - iii. Fat Build-up;
  - iv. Silt Build-up;
  - v. Any tree roots that require removal;
  - vi. Any faults with the asset; and
  - vii. Any follow-up works.
- b) Removal of all fats, debris, tree roots and built up matter from within single gas-check and double gas-check Maintenance Structures. All built-up matter is to be removed and not allowed to pass downstream.
- c) Wash down the gas-check Maintenance Structures.
- d) Only those lines which run directly into the chase (i.e. they do not enter the Maintenance Structure through a drop pipe) are required to be cleaned. The cost for cleaning any sewers entering the Gas-check Maintenance Structure is to be included in the UTA for Gas-check Maintenance Structure Inspection and Maintenance. The Sewer Cleaning SI form is to be used to capture the details of the sewer cleaning task in the Works Management System.
- e) For single Gas-checks, ensure the plate is replaced, where fitted.
- f) Ensure that the cover(s) are greased and seated properly prior to leaving site.
- g) To enable consistent interpretation and accurate reporting of the condition of Gas-check Maintenance Structures, the Industry Partner must report against a standard condition reporting guide which is approved by South East Water's Representative and reported by the Industry Partner within South East Water's Works Management System.
- h) Payment associated with Inspection and Maintenance of Gas-check Maintenance Structures will be made within the applicable UTA for 'Inspection and Maintenance of Gas-check Maintenance Structures' (a Schedule to the Agreement).

#### 8.4.2 Reporting

Upon completion of the inspection and maintenance activities, the Gas-check Maintenance Structure (SI) form in the Works Management System must be completed and the task placed into the Work Complete status.

The following descriptions and requirements are to be used when reporting:

- a) Gas Levels: All gas levels (H<sub>2</sub>S, O<sub>2</sub>, LEL, CO) as displayed on the gas detector on asset entry must be recorded prior to venting.
- b) Indicate 'Yes' or 'No' if there has been any evidence of surcharging (i.e. high-water marks on the Maintenance Structure walls).



- c) Indicate 'Yes' or 'No' if there are tree roots present in the Maintenance Structure.
- d) Silt Build-up: The level of silt/debris build up is to be determined.
- e) Fat Build-up: The extent of fat build-up is to be established by the area of the chase in the upstream Maintenance Structure occupied by fat and/or debris, before cleaning. The appropriate asset condition will be reported in accordance with the following:
  - i. Fats 'Light': The length of the upstream chase containing Fat is between 0 and 25% of the total length of the chase.
  - ii. Fats 'Average': Upstream chase has a Fat buildup of between 25% and 50% of the length of the chase.
  - iii. Fats 'Extensive': Upstream chase has a Fat build up in excess of 50% of the length of the chase, or flow is restricted in upstream Maintenance Structure.
- f) Photos are to be taken prior to commencement of cleaning (to show build-up of fats and debris/silt) and following completion of cleaning. Photos are to be taken of defects and where any follow-up work is required. A photo is also to be taken showing the jet nozzle in the chase of the upstream Maintenance Structure of the sewer line flowing into the gas check Maintenance Structure as evidence that the line has been cleaned. All photos are to be attached to the Works Management System.
- g) Comments should be provided on any asset condition clarification or issue requiring follow-up work, with the relevant Action Request raised. Examples include but are not limited to defects, access issues, lid and cover level adjustments.

## 8.5 Inspection and Maintenance of Syphons and Water Seals

### 8.5.1 General

Due to the hydraulic nature of Syphons and Water Seals, they are a common location for the build-up of Fats, Debris, Silt, and lodgment of obstructions. The purpose of this program is to remove the build-up of Fats, Debris, Silt, Tree Roots and other obstructions that may cause Sewer Blockages and spills.

### 8.5.2 Description of Work

Requirements for the inspection and maintenance of Syphons and Water Seals include, but are not limited to:

- a) Inspection and recording of the upstream Maintenance Structure for the following:
  - i. Gas Levels;
  - ii. Surcharge Levels;
  - iii. Any debris or objects that need to be removed; and
  - iv. Follow-up works.
- b) Removal of all fats, debris, tree roots and built up matter from within Syphon Maintenance Structures. All built-up matter is to be removed and not allowed to pass downstream.

- c) Cleaning of all Syphon tubes.
- d) Wash down the Syphon Maintenance Structures.
- e) The next sewer(s) upstream from the Syphon must be cleaned if large build-ups of fat are found. Cleaning information for these upstream sewers should be recorded on a Sewer Clean SI form in the Works Management System.
- f) The cost for scheduled and planned cleaning of the upstream sewer line(s) will be inclusive of the UTA with relevant SI forms to be completed.
- g) To enable consistent interpretation and accurate reporting of the condition of Syphons and water seals, the Industry Partner must report against a standard condition reporting guide which is approved by South East Water's Representative and reported by the Industry Partner within South East Water's Works Management System.
- h) Payment associated with Inspection and Maintenance of Syphons and water seals will be made within the applicable UTA for 'Inspection and Maintenance of Syphons' and 'Inspection and Maintenance of Water Seals' (a Schedule to the Agreement).

### 8.5.3 Reporting

Upon completion of the inspection and maintenance activities, the Sewer Syphon Clean (SI) form in the Works Management System must be completed and the task placed into the Work Complete status.

The following descriptions and requirements are to be used when reporting:

- a) Gas Levels: All gas levels (H<sub>2</sub>S, O<sub>2</sub>, LEL, CO) as displayed on the gas detector must be recorded prior to venting.
- b) Indicate 'Yes' or 'No' if there has been any evidence of surcharging (i.e. high-water marks on the Maintenance Structure walls).
- c) Indicate 'Yes' or 'No' if there are tree roots present in the Maintenance Structure.
- d) Indicate 'Yes' or 'No' if the upstream line has been cleaned.
- e) Indicate 'Yes' or 'No' if there are Penstock valves present.
- f) Debris/Silt Build-up: The level of debris/silt build up is to be recorded. The appropriate asset condition will be reported in accordance with the following:
  - i. Debris/Silt 'Light': A "small" amount of silt/debris having little or no influence on the performance or capacity of the pipe,
  - ii. Debris/Silt 'Average': A substantial volume of silt/debris removed with no obstructions, estimated build up volume less than a third of the pipe,
  - iii. Debris/Silt 'Extensive': Large volume of silt/debris removed, estimated build up to be around half a pipe or more, or large pieces of debris removed, i.e. pipe pieces, bottles, timber, etc.
- g) Fat Build-up: The extent of fat build-up is to be established by two means, either by viewing the amount fat that passes through the downstream Maintenance Structure or to view the fat gathered in the basket upon completion of the clean. The appropriate asset condition will be reported in accordance with the following:
  - i. Fats 'Light': Little amount of fats seen passing through the downstream Maintenance Structure or found in the basket (less than 0.5kg);



- ii. Fats 'Average': Fats seen passing through the Maintenance Structure (smaller than a tennis ball) and between 0.5 to 3kg of fats found in the basket (per Syphon pipe);
  - iii. Fats 'Extensive': Large pieces of fat (bigger than a tennis ball) are seen to flow through Upstream chase or greater than 3kg of fat found in the basket upon completion of the clean (per Syphon pipe).
- h) Indicate 'Yes' or 'No' if there are any follow up works required. Details should be provided in the Comments box of the SI in the Works Management System.
  - i) Photos are to be taken prior to commencement of cleaning (to show build-up of fats and debris/silt in the upstream or downstream Maintenance Structures) and following completion of cleaning. Photos are to be taken of any defects and where follow-up work is required. A photo is also to be taken showing the jet nozzle in the chase of the upstream Maintenance Structure of the Syphon as evidence that the line has been cleaned. All photos are to be attached to the Works Management System.
  - j) Comments should be provided on any asset condition clarification or issue requiring follow-up work, with the relevant Action Request raised. Examples include, but are not limited to defects, access issues, lid and cover level adjustments.

## 8.6 Inspection and Maintenance of Wet Wells & Detention/Contingency Tanks

### 8.6.1 General

- a) A Wet Well is the part of a Sewer Pump Station into which raw sewage flows and is retained prior to being pumped to a gravity outlet sewer. At most Sewer Pump Station sites submersible pumps will be located within the wet well. There are some sites where they will be located in a dry well type arrangement.
- b) A Detention (or Contingency) Tank is a structure which is used to temporarily hold raw sewage flows during high flow/peak periods or wet weather events. Detention tanks can be used in conjunction with Sewer Pump Stations or can be stand-alone structures within the sewerage network.
- c) The purpose of this program is to clean the wet well, Detention/Contingency Tanks, pumps, valves, guides, floats, fittings, lifting equipment, etc., and determine the condition of these assets, prevent odours, and perform general housekeeping. Confined space entry is required at some sites to successfully carry out this program of works.
- d) Due to the variety of Sewer Pump Stations, these sites have been divided into different categories. The sites and their classifications are listed in Appendix B, with the categories detailed below:
  - i. Type A – Small site requiring wash down (wash down and clean duration between 0 and 3 hours);
  - ii. Type B – Medium site requiring wash down (wash down and clean duration between 3 and 6 hours);
  - iii. Type C – Large Site requiring wash down (wash down and clean duration greater than 6 hours);
  - iv. Other.

- e) Type C classified Sewer Pump Stations may also include a detention tank. Sites classified as 'Other' will be delivered as Quoted Works.
- f) Where a Detention/Contingency Tank cannot be cleaned on the same day as the Sewer Pump Station, payment for the cleaning of the Detention/Contingency Tank will be within the Inspection and Maintenance of 'Wet Wells – Type A' UTA.
- g) An annual program is developed to clean wet wells to optimize the operation of Sewer Pump Stations. Since the frequency at which a particular wet well is required to be cleaned can vary due to a range of factors, the wet well program is delivered on a monthly basis.
- h) The communication of the wet well sites to be cleaned in any particular month will generally be communicated to the Industry Partner during the prior month. The specific date and timing that a site will be cleaned will be determined in conjunction with the Wet Well cleaning Industry Partner.

### 8.6.2 Description of Work

Requirements for the inspection and maintenance of Wet Wells include, but are not limited to:

- a) Upon accessing the site and prior to commencement of services, notify South East Water's Network Control Centre that the Sewer Pump Station is being cleaned and will be in manual operation for the duration of the clean. South East Water's Network Control Centre is to be notified again upon completion of services and following the return of the Sewer Pump Station back to normal operation.
- b) Manual Operation of the Sewer Pump Station and/or the Detention/Contingency Tank.
- c) Inspection and recording of the asset details and condition for the following:
  - i. Maintenance Structure lids, step irons, ladders, walkways and platforms;
  - ii. Pump guide rails and foot stools;
  - iii. Pump and Motor units for visible damage;
  - iv. Lifting chains and eye bolts for rust and damage;
  - v. Rising mains, flanges and supports;
  - vi. Exercising of all isolation valves and penstocks;
  - vii. Operation of the ventilation systems; and
  - viii. Doors, building superstructure, down pipes, windows, condition of grounds, fencing and gates, etc.
- d) In some areas, incoming sewer lines may have penstock valves installed. These penstocks may be closed to prevent flows into the wet well while it is being cleaned. Where incoming sewer lines do not have penstocks installed then inflatable plugs may be used. During this period, upstream Maintenance Structures and any ERSs should be monitored closely to ensure a spill does not occur. Records of spill manholes and approximate holding times must be available onsite. The Industry Partner is to refer to South East Water's systems to obtain the required information for planning purposes, with costs for monitoring the system to be incorporated within the UTA for the task.



- e) Detention/contingency tanks may be used to divert and hold sewage flows whilst a wet well is being cleaned, however, once the wet well cleaning is complete, the detention/contingency tank should itself be cleaned once it has been drained.
- f) Any failures where air is drawn into the pumps will be at the Industry Partner's expense.
- g) Mechanical blowers may be used during the cleaning process to assist with ventilation.
- h) All equipment, personnel and OH&S equipment required to carry out wet well cleaning is to be included in the UTA.
- i) High-pressure water jetting is required until the pumps and wet well are completely clean and any build-up on ladders, guides, floats, chains and multi-trodes is removed.
- j) All fats and solids that have built up on the walls of the wet well are to be scraped off, bagged and removed for disposal.
- k) All Tasks require the use of an eductor (or the equivalent) capable of completing the Task. All vehicles used for the Task must be capable and sized correctly to access the wet well, contingency tank, etc., and capable of storing required flows/waste with adequate vacuum to lift the sewage/fats from the bottom of the wet wells. These vehicles are included within the UTA. Any failure/inadequate vehicles or equipment resulting in abandonment of the wet well clean will be incurred at the Industry Partner's cost.
- l) Any sewage removed from the wet well clean must be disposed through decanting the liquid waste back into an approved Maintenance Structure as directed by South East Water. All solids/fats waste from the wet well cleans must be disposed of at an approved EPA waste disposal site. Waste transport is included under the relevant Inspection and Maintenance of Wet Well UTA.
- m) South East Water's flow management and isolation procedures are to be followed at all times (refer Section 4. ) and are considered to be within the scope of the relevant UTA. The Industry Partner is expected to be able to have the relevant competencies and resources available to monitor flows on site in adherence to these requirements.
- n) The Industry Partner is responsible for arranging a South East Water operator at all critical sites. A minimum of one weeks' notice is required for the operator to be arranged. Additional South East Water supervision will be required and provided for critical sites only.
- o) When the wet well is clean, visually check all the pumps, fittings, structural condition of the wet well, fasteners and restraining bolts and pedestals for damage, wear, etc. and provide photographic evidence of their condition.
- p) The Industry Partner is required to undertake a general clean around the Sewer Pump Station. For kerbside Sewer Pump Stations, a basic clean and removal of rubbish and debris is required. Where applicable, clean and disinfect the Sewer Pump Station floor, passages, toilets, hand basins, entrances, steps and ladders. Toilet roll holders and paper towel dispensers must be replenished if required.
- q) Return the Sewer Pump Station, impacted assets (e.g. closed penstocks) and site conditions back to normal operation, and confirm the Sewer Pump Station is operating normally prior to leaving site. Confirmation that the station is operating normally will require observation of one full pump cycle (i.e. from pump run to pump stop to pump run again). Due to low inflows, waiting for one full pump cycle

may sometimes be impractical, in this case, South East Water's Network Control Centre is to be notified of this prior to leaving site.

- r) To enable consistent interpretation and accurate reporting of the condition of wet wells, the Industry Partner must report against a standard condition reporting guide which is approved by South East Water's Representative and reported by the Industry Partner within South East Water's Works Management System.
- s) Payment associated with Scheduled Inspection and Maintenance of Wet Wells will be made within the applicable UTA for 'Inspection and Maintenance of Wet Wells (a Schedule to the Agreement for 'Type A', 'Type B', and 'Type C'), except for Inspection and Maintenance of Wet Wells within the category "Other" which will be paid on a reimbursable basis.

### 8.6.3 Reporting

Requirements for ensuring consistent interpretation and accurate reporting of the condition of Wet Wells include, but are not limited to, the following items:

- a) Upon completion of the inspection and maintenance activities, the Wet Well Inspection (SI) form in the Works Management System must be completed and the task placed into the Work Complete status.
- b) Complete the onsite Logbook by filling in the time of arrival, activity completion time, pump hour details and sign the book.
- c) The following descriptions and requirements are to be used when reporting:
  - i. Gas Levels: All gas levels (H<sub>2</sub>S, O<sub>2</sub>, LEL, CO) as displayed on the gas detector must be recorded prior to venting.
  - ii. Type of Sludge Removed: Select one of the following types of debris if found during the cleaning process: Sand, Rubble, Aggregate, Rags, Clay, Other.
  - iii. Cleaning Results.
  - iv. Odour Present: Any odours that are present at the site of the Pump Station or Detention Tank (i.e. sewer odours can be smelt by the operator before removing any Maintenance Structures or opening doors) that appear to be emitted from the Sewer Pump Station, must be reported as having a Sewer Pump Station Site Odour present. If odours are present the severity and possible works required to minimise these odours must be noted in the Comments section of the SI form in the Works Management System.
  - v. Visual Checks: Valves, Penstocks, Ladders & Stairs, Lifting Chains, Covers, Ventilation, Rising Main, Pump Mounts & Rails.
  - vi. Valve/Penstock Condition: During the inspection the presence and condition of penstock/valves, must be confirmed.
  - vii. Ladders and Stairs: All ladders and stairs (including railings) are to be checked for their condition. The condition can be determined by visual inspection for flaking and rust on ladders or checking for evidence of concrete cancer.
  - viii. Cover Condition: Assign an overall ranking to the cover.
  - ix. Ventilation: This can follow on from Odours. At some stations mechanical ventilation can be installed.



- x. Rising Main: The portion of the rising main that is visible inside the wet well must be examined and reported on.
- xi. Lifting Chains/ Pump Mounts & Rails
- xii. Detention Tanks: Covers, Penstocks, Ladders are to be reported on as per the condition assessment guides for wet wells.
- xiii. Washers
- xiv. Other Information: House Keeping Done, Sewer Pump Station Operation, Covers Greased, Penstocks Opened.
- xv. Photos of the wet well before and after the cleaning process are to be taken and attached to the task in the works management system, including photos of any other condition checks and relevant items as per the Wet Well clean SI form.
- xvi. Comments should be provided on any asset condition clarification or issue requiring follow-up work, with the relevant Action Request raised. Situations include, but are not limited to, examples such as defects, access issues, odour issues, lid and cover level adjustments. If the wet well or detention tank is in poor condition or in better than expected condition, a comment to adjust the cleaning frequency should be provided.

## 8.7 Inspection and Maintenance of Emergency Relief Structures

### 8.7.1 General

- a) An Emergency Relief Structure (ERS) is an asset specifically built to allow a sewer to overflow in a controlled manner into an adjacent drain or watercourse should its hydraulic capacity be exceeded. The purpose of this program is to determine the condition of ERS's and determine if the ERS will operate as designed, if required to do so.
- b) ERS configuration can vary substantially from site to site and access to various ERS components may be limited. Requirements for the inspection and maintenance of Emergency Relief Structures include items that can either be delivered via an inspection, and/or maintenance activity.

### 8.7.2 Description of Work

An inspection and maintenance of an ERS includes, but is not limited to, the following items:

- a) Inspection and recording of the asset details and condition for the following:
  - i. ERS Flap Gate;
  - ii. Hinge Operation;
  - iii. Penstocks;
  - iv. Signs of Surcharge (Has the ERS Operated);
  - v. Any debris or objects that need to be removed;
  - vi. Odours; and
  - vii. Follow-up works.

- b) Checking:
  - i. The operation of hinges and greasing (where accessible without confined space entry)
  - ii. The operation and structural condition of the Flap gate (where accessible without confined space entry).
  - iii. For and removing any obstructions on the ERS outlet (i.e. where the pipe discharges to a creek or open drain).
  - iv. For signs of inflow, infiltration and possible surcharge events.
  - v. The access and condition of the Maintenance Structure covers on both the sewer and overflow Maintenance Structures.
  - vi. Condition of and cleaning out of the overflow Maintenance Structure.
- c) Care should be exercised in conducting inspection and maintenance of Emergency Relief Structures to ensure that any recording equipment installed in the ERS Maintenance Structure is not damaged.
- d) To enable consistent interpretation and accurate reporting of the condition of ERSs, the Industry Partner must report against a standard condition reporting guide which is approved by South East Water's Representative and reported by the Industry Partner within South East Water's Works Management System.
- e) Payment associated with Inspection and Maintenance of ERS will be made within the applicable UTA for 'Inspection and Maintenance of ERS (a Schedule to the Agreement).

### 8.7.3 Reporting

Upon completion of the inspection and maintenance activities, the Sewer ERS Inspection (SI) form in the Works Management System must be completed and the task placed into the Work Complete status.

The following descriptions and requirements are to be used when reporting:

- a) ERS Flap Gate Type: The type of flap gate on the ERS discharge pipe is to be confirmed:
  - i. PVC Round,
  - ii. Red gum block,
  - iii. Other – If the gate is not one listed above indicate what type of gate is used (including material) in the comments section of the SI form in the Works Management System.
- b) ERS Flap Gate condition: The condition of the gate is to be determined upon inspecting (Good, Fair, Works Required, Not Applicable)
- c) ERS Flap Gate Hinges: The condition of the hinges is to be determined by manually operating the gate (Good, Fair, Works Required) – leave blank if no gate is attached to discharge pipe.
- d) Gate Angle: The angle of the gate must be determined upon inspection:
  - iv. Zero degrees (vertical): The gate is angled vertically.
  - v. Above zero degrees (angled): The gate is angled, such that the weight of the gate aids in closing the gate.



- vi. No Gate: No gate on discharge pipe, or ERS is operated by a penstock, etc.
- e) Penstock Condition: During the course of the inspection the presence and condition of penstock/valves, must be confirmed. The condition of the penstock is to be determined by manually operating the valve (Good, Fair, Works Required) – leave blank if no there is no penstock.
- f) Infiltration: The extent of infiltration is to be determined. The appropriate asset condition will be reported in accordance with the following:
  - i. Infiltration 'No': Where no infiltration is observed or where there is no evidence of recent infiltration.
  - ii. Infiltration present: Where there is visible evidence that infiltration is entering the overflow Maintenance Structure.
- g) Surcharging: Comment is to be provided on observations made to determine if the ERS has operated recently. This is to be established by observing whether previous surcharge levels are above the inlet sill of the ERS in the upstream sewer Maintenance Structure or wet well. It should be reported where surcharge levels have been identified above the outlet sill level. A comment should be recorded regarding the level reached (in mm from the bottom of the sill of the inlet pipe) and whether it appears to have spilt through the ERS (i.e. did flap gate operate?). It should be reported where surcharge levels have been identified as being below the outlet sill level.
- h) Obstructions: Indicate and comment on any Obstructions/Debris, etc., that may have been deposited in the ERS Maintenance Structure that may cause the ERS Flap gate to not operate properly. Explain what the obstruction was, why the obstruction may have occurred. Remove any obstructions that can be removed from the surface (e.g. by using poles/hooks/baskets).
- i) Odours: Presence of Odour associated with the ERS structure are to be reported:
  - i. ERS Site Odour present: Any odours that are present at the site of the ERS (i.e. sewer odours can be smelt by the operator before removing any Maintenance Structures) that appear to be emitted from the ERS (not the odours from the wet well of a Sewer Pump Station), must be reported as having an ERS Site Odour present. If odours are present the severity and possible works required to minimise these odours must be noted.
  - ii. ERS Gate Odour present: Any odours that are detected from the ERS gate (i.e. odours are present as the ERS flap gate hasn't got an airtight seal), must be noted reported as having an ERS Gate Odour present. If odours are present the severity and possible works required to minimise these odours must be noted.
  - iii. No Odour: No Odour is present.
- j) Photos are to be taken and attached to the Works Management System of the following:
  - i. General Site: Overview of site showing all facilities (approximately 10m from the ERS Maintenance Structure).
  - ii. ERS Outlet: This must illustrate the general condition of the outlet.

ERS Gate: This must illustrate the general condition of the flap gate in the ERS Maintenance Structure (where no flap gate is present a photo is required of the end of the discharge pipe where the flap gate should be located);

- iii. Maintenance Structure Covers: This photo must show the condition of the Maintenance Structure covers;
  - iv. Before and after works photo to demonstrate maintenance works have been carried out;
  - v. Defect or follow-up work required.
- k) Comments should be provided in the SI form in the Works Management System on any asset condition clarification or issue requiring follow-up work, with the relevant Action Request raised. This includes, but is not limited to, defects, access issues, lid and cover level adjustments.

## 8.8 Inspection of Sewerage Maintenance Structures

### 8.8.1 General

- a) Inspections of Sewerage Maintenance Structures can be carried out as part of a program or on an ad-hoc reactive basis. It can involve a visual inspection from the surface, visual inspection in conjunction with a confined space entry, or inspection with the aid of a CCTV camera (panorama / fisheye type preferred).
- b) Where a CCTV inspection is requested it must be carried out in alignment with the current version of the Conduit Inspection Reporting Code of Australia.
- c) CCTV inspection and reporting must be coded and presented in a format for direct downloading into South East Water's master CCTV Inspection Database using WinCan software.
- d) South East Water will provide digital copies of a suitable WinCan template and catalogue files which must be used when coding CCTV inspections of Maintenance Structures. From time to time, updated versions of these files will be supplied to the Industry Partner. The Industry Partner is expected to have the latest versions of these files in use at all times.

### 8.8.2 Description of Work

- a) Requirements for Maintenance Structure inspections include, but are not limited to, the inspection and recording of asset details and condition for the following:
  - i. Confirmation of the cover and Maintenance Structure type.
  - ii. Confirmation of the Maintenance Structure material and any pertinent features such as: internal/external drops, penstocks, flow monitoring equipment, landings etc.
  - iii. The cover and its surround have been set at the correct level.
  - iv. Any Dead Plates (where required) are in place and are sound.
  - v. The Maintenance Structure is accessible for sewer clearing equipment.
  - vi. Landings are in sound structural condition.
  - vii. The Maintenance Structure cover is not damaged and can be easily removed.
  - viii. The lifting hooks or lugs are not damaged.
  - ix. The step irons or ladders are sound.
  - x. Internal drop pipes are secure, not obstructed and structurally sound.
  - xi. The chase is properly formed.



- xii. The flow through the Maintenance Structure is regular with no sign of surcharging.
  - xiii. There is no significant infiltration of surface or ground water.
  - xiv. There is no tree root intrusion.
  - xv. There is no subsidence around the Maintenance Structure.
  - xvi. The structural condition of the Maintenance Structure is sound (i.e.: no cracks, etc.).
- b) Any obstructions or intrusions identified in the inspection (e.g. roots) are to be removed as part of the UTA.
  - c) The Maintenance Structures is required to have the covers/rims scraped to remove excess rust/dirt/grime build-up and greased prior to the cover being repositioned. Where keyhole plugs exist, these are to be replaced.
  - d) If following the scraping and greasing of a manhole cover, it cannot be re-seated within the surround to within an acceptable tolerance of the surrounding natural surface level, the Industry Partner will grind any irregular edges of the cover and re-grease to ensure safe re-seating of the cover within the surround.
  - e) Confined space entry may be required for some Maintenance Structures to perform the inspection (e.g. walk-in Maintenance Structures, structural inspections). Payment for confined space entry inspections will be delivered under the applicable UTA if required.
  - f) Photos are to be taken of any defects and where any follow-up work is required. All photos are to be attached to the Works Management System and must include the following images:
    - i. Photo of the Maintenance Structure unopened;
    - ii. Maintenance cover opened;
    - iii. Internal of neck and chase (including any drop pipes); and
    - iv. Sufficient lighting is required to ensure clarity of photos.
  - g) To enable consistent interpretation and accurate reporting of the condition of the Maintenance Structure, the Industry Partner must report against a standard condition reporting guide which is approved by South East Water's Representative and reported by the Industry Partner within South East Water's Works Management System.
  - h) Payment associated with Maintenance Structure Inspections will be made within the applicable UTA for 'Maintenance Structure Inspections' relevant to the type of inspection, including:
    - i. Visual (from the top inspection);
    - ii. Confined Space (structural inspection); and
    - iii. CCTV assessment

### 8.8.3 Reporting

Upon completion of the inspection and maintenance activities, the Sewer Maintenance Structure Inspection (SI) form in the Company's Works Management System must be completed and the task placed into the Work Complete status.

The following descriptions and requirements are to be used when reporting:

- a) Gas Levels: All gas levels (H<sub>2</sub>S, O<sub>2</sub>, LEL, CO) as displayed on the gas detector must be recorded prior to venting.
- b) Location: Where is the Maintenance Structure located? Select options from Road Pavement, Nature Strip, Private Property, Park or other.
- c) Cover Accessible: Is Sewer Maintenance Structure accessible? An assessment is required on the accessibility to the Maintenance Structure with respect to plant (including but not limited to Jet & Education Trucks, and CCTV Units) and equipment to conduct all maintenance and reactive works (Yes / No).
- d) Cover Level: Check to ensure Maintenance Structure is at correct level compared to surrounding ground / surface level. Also check if cover is sealed properly and not sitting up above the level of the Maintenance Structure surround (Correct, High, Low, Needs to be raised).
- e) Cover Type: Determine cover type (i.e. gatic, concrete, etc.);
- f) Cover Condition: Assign an overall ranking to the cover. The following should be used in assigning the condition of the cover (Poor, Fair, Good, Replace).
- g) Manhole Type: The configuration of the Maintenance Structure is to be determined. The configuration of a Maintenance Structure can be defined as Conical, Pre-Case, Flattop, Walk in, and Gas Check.
- h) Manhole Material: What has the Maintenance Structure been built out of (Concrete in-situ, Concrete pre-cast, Brick, Epoxy Lined)
- i) Manhole Features: what sort of features does the Maintenance Structure contain
- j) Concrete Corrosion - the condition can be determined by striking with a hammer or scraper (when Maintenance Structure entered) or through visual inspection (when not entered). The following is a guide that should be used in assigning the condition of the neck, taper and walls (Severe, Extensive, Minor).
- k) Step Irons/Ladders: The means of access into the Maintenance Structure is to be recorded i.e. step irons, ladders or nothing. In addition, if any landings are present, they also should be recorded, by ticking the box provided. All step irons, ladders, etc are to be tested for their condition. The condition can be determined by striking each step iron a number of times with a hammer until all flaking and rust is removed. Then the following descriptions must be applied, but are not limited to, the association of the corresponding condition (Poor, Fair, Good).
- l) Drop Pipes (Clear, Blocked, Needs work, etc) - internal and external
- m) Flow: The inspection is required to determine what the flow characteristics within the Maintenance Structure is like (Obstructed, Surcharges, Clear).
- n) Tree Roots/Fats.
- o) Comments should be provided on any asset condition clarification or issue requiring follow-up work such as but not limited to defects, access issues, lid and cover level adjustments.
- p) Photos are to be provided as per items outlined in the SI form, including photos of any works undertaken.



## 8.9 Inspection of Sewer Creek Crossings

### 8.9.1 General

- a) Due to terrain restrictions it is sometimes necessary to construct sewers that are suspended across water ways (collectively called 'creeks' in this program). Due to the risk associated with the potential failure of these sewers they are visually inspected on a regular basis.
- b) On occasion, a CCTV inspection and/or cleaning of these sewers will also be requested. CCTV and cleaning of sewers associated with creek crossings are to be paid under the Scheduled Sewer Tasks 'Cleaning of Reticulation Sewers and 'Cleaning of Branch Main Sewers' (a Schedule to the Agreement).
- c) Measurement for payment of scheduled CCTV of sewer lines will be based on the number of metres of sewer line inspected by CCTV as reported on the Sewer CCTV SI in the Works Management System. The total number of meters reported will then be used to determine the 'Derived' value of the UTA based upon the rate applicable to Scheduled 'CCTV of Reticulation Sewers' and 'CCTV of Branch Main Sewers' (a Schedule to the Agreement).
- d) South East Water reserves the right to internally deliver these services as required.

### 8.9.2 Description of Work

On attendance at the site, all Maintenance Structure to which access will be required must be located. Inspection of sewer creek crossings must include, but are not limited to, the following:

- a) Checking the location and accessibility of the Maintenance Structures, where applicable for gravity sewers.
- b) Checking the location and accessibility of any pipe work, footings, etc.
- c) Checking for any signs of vandalism and the general condition of visible pipe work, with particular attention to metal pipes and fittings at ground entry and support point.
- d) Undertaking a visual inspection of the footings, checking for signs of movement or erosion around the base, including checking the pipe for horizontal and vertical alignment.
- e) Inspecting for any further works requirements such as rehabilitation or cleaning works.
- f) Removing/cutting back vegetation, which is overgrowing or leaning on any creek crossing.
- g) Photos of the creek crossing points of interest. All photos must be attached to the Works Management System task allocated for the inspection).
- h) To enable consistent interpretation and accurate reporting of the condition of Sewer Creek Crossings, the Industry Partner must report against a standard condition reporting guide which is approved by South East Water's Representative and reported by the Industry Partner within South East Water's Works Management System.
- i) Payment associated with Inspection of Sewer Creek Crossings will be made within the applicable UTA for 'Inspection of Sewer Creek Crossings' (a Schedule to the Agreement).

### 8.9.3 Reporting

Upon completion of the inspection and maintenance activities, the Sewer Creek Crossing (SI) form in the Company's Works Management System must be completed and the task placed into the Work Complete status.

The following descriptions and requirements are to be used when reporting:

- a) Intermediate Supports refers to any support used to hold up the pipe between where the pipe enters/exits the ground. Record whether the number of supports and the material.
- b) Tick 'Yes' if the Creek Crossing has a continuous beam supporting it.
- c) Tick 'Yes' if there are headwalls (or retaining walls) present where the sewer leaves and re-enters the ground at either end of the Creek Crossing.
- d) Vegetation – is the site clear, or overgrown? Does it require clearing at a later date?
- e) Pipe Condition:
- f) Joint type – is it flanged or clamped?
- g) Joint condition – is it good, rusted or leaking?
- h) Piers and Supports: These are critical elements of a creek crossing and the following options are to be selected where found (Good, Cracked, Rusted, Leaning, Support Undermined, Requires Painting)
- i) Comments including work required should be reported on any asset condition clarification or issue requiring follow-up work such as but not limited to defects, physical damage, access issues, lid and cover level adjustments etc.
- j) Photos are important to be able to determine the characteristics of the site and to illustrate all issues that could be of concern. Photos are required of:
  - i. General Site – Overview of site showing all facilities (more than one photo may be required for larger sewer creek crossings);
  - ii. Typical Pipe Surface – This must illustrate the general condition of the exposed sewer main;
  - iii. Maintenance Structures U/S & D/S – Upon lifting the lid this photo is required to illustrate the condition inside the Maintenance Structure;
  - iv. Sewer-Ground Entry Point (U/S & D/S) – This photo must show the condition of the pipe under the soil surface 0.5m from the point where the pipe re-enters the ground (soil must be removed up to 0.5m from the point where the main enters the ground to enable the photo to be taken, the soil will be replaced after the photo is taken); and
  - v. All Pipe Joints and Connections – a photo must be taken to illustrate the condition of each joint and connection, between the Maintenance Structures that make up the sewer creek crossing
- k) Where relevant, photos must be provided of the following items:
  - i. Support Structure(s) – A photo of each support structure (footing, pier, etc.) must be taken to illustrate the condition of each support structure;
  - ii. Support Structure Footing(s) – A photo of the footing of each support structure must be taken to illustrate the condition of each footing;



- iii. Support Structure Connections – A photo must be taken to illustrate the condition of the connections between the sewer pipe and the support structure;
  - iv. Damage/Vandalism – A photo must be taken to illustrate the condition of the pipe or support structure where any damage or vandalism has occurred;
  - v. Corrosion – A photo must be taken to illustrate the condition of the pipe or support structure where any corrosion has occurred;
  - vi. Leaks – A photo must be taken to illustrate the condition of the pipe where leaks are evident;
  - vii. Access Problems – A photo must be taken to illustrate any access problem that may be incurred during maintenance or reactive works;
  - viii. Facilities Affecting Pipe – A photo must be taken to illustrate any other structure, tree, etc., that is/may cause the pipe to be damaged as a result of their proximity.
  - ix. Any additional photos as per items outlined in the SI form.
- l) Where there are more than 4 support structures, corrosion locations, connections, etc. photos will not be required for every location but should show the best, worse and typical cases seen (4-5 photos maximum).

## 8.10 Inspection of Sewer Vents

### 8.10.1 Description of Work

Vent stacks are constructed to allow ingress and egress of air through the sewerage system and reduce the build-up of sewer gasses. They can range in height from 6m to 12m and at times may have electrical or telecommunication cables attached.

The inspection of sewer vents includes, but is not limited to:

- a) Structural surveillance and reporting on the base, tube and base/tube joint,
- b) Detect and note if rust removal is required.
- c) Coating Inspection (if required).
- d) Checking the access and condition of the Maintenance Structure and cover from which the vent is connected.
- e) Checking for interference to the vent by nearby tree growth, any attached wiring that may look suspicious/illegal, etc.
- f) Photos are to be taken of any defects and where any follow-up work is required. All photos are to be attached to the Works Management System.
- g) To enable consistent interpretation and accurate reporting of the condition of Sewer Vents, the Industry Partner must report against a standard condition reporting guide which is approved by South East Water's Representative and reported by the Industry Partner within South East Water's Works Management System.
- h) Payment associated with Inspection of Sewer Vents will be made within the applicable UTA for 'Inspection of Sewer Vents' (a Schedule to the Agreement).

### 8.10.2 Reporting

Requirements for ensuring consistent interpretation and accurate reporting of the condition of Sewer Vents includes, but is not limited to, the following items:

- a) Upon completion of the inspection and maintenance activities, the Sewer Vent (SI) form in the Company's Works Management System must be completed and the task placed into the Work Complete status.
- b) Sewer Vents comprise three main parts: the base, the tube (flue or stack), and the airline to the sewer. The following descriptions and requirements are to be used in relation to these components when reporting:
- c) General Information, this addresses the Vent as a whole:
  - i. Access: Indicate if the Vent is located in private property or by the roadside (or laneway).
  - ii. Requires Painting? Select from 'yes' or 'no'.
  - iii. Do trees need cutting back or pruning? Select from 'yes' or 'no'.
  - iv. Are there Services/Cables attached. Select from 'yes' or 'no'.
  - v. Is the Vent plotted correctly? Select from 'yes' or 'no'.
  - vi. Is the name plate present? Select from 'yes' or 'no'.
  - vii. Could the Vent fall on power or tram lines? Select from 'yes' or 'no'.
- d) Base:
  - i. Condition: This can generally be assessed upon approach to the Vent Stack for closer inspection (Good, Fair, Poor).
  - ii. Physical Damage: Select 'yes' or 'no' if there is evidence of any damage. This will most likely be caused by vehicles colliding with the vent.
  - iii. Rust (No, Slight, Moderate, Severe)
  - iv. Leaning (No, Slight, Moderate, Severe, Material)
- e) Tube: Use the same descriptions as outlined in d) above, except for the following: No, Slight, Moderate, and Severe.
- f) Base/Tube Joint:
  - i. Condition (Good, Fair, Poor)
  - ii. Loose: Does the tube move within the base, select 'yes' or 'no'.
  - iii. Rust (as per 8.10.2 d) iii above).
- g) Cowl. This is the very top of the vent stack which generally has either a concave cover to prevent birds nesting or entering the vent, or a rotating extractor to exhaust gasses:
  - i. Cowl present: Select 'yes' or 'no' to indicate if there is a cowl present
  - ii. Condition: Good, fair or poor. This may be difficult to assess from the ground due to height of the stack.
- h) Comments: Comments should be provided on any asset condition clarification or issue requiring follow-up work such as but not limited to defects, access issues etc.
- i) Any additional photos as per items outlined in the SI form.



## 8.11 Root Foaming

- a) When 'Root Foaming' of the sewer lines is requested, the following will apply:
  - i. The entire length is to be jet washed down and root foamed from Maintenance Structure to Maintenance Structure.
  - ii. Jetting pressures must be used in conjunction with the Industry Partner's approved work procedures.
  - iii. The jet wash down process is required to clean and remove the build-up of fats and debris within the pipe and surface of any tree roots but must not result in cutting of any tree roots.
  - iv. Where tree roots have been cut, a waiting period of 6-8 weeks is required before root foaming can be applied.
- b) The product's manufacturer's recommendations for mixing and applying the root foaming are to be followed including, but not limited to, the following:
  - i. A 1:1 mix of the RootOut active and RootOut foaming agent is to be mixed as a 1% aqueous solution. That can either be by mixing 5L active + 5L foam and made up to 500L solution with water, or the same equivalent if the foaming equipment uses a venturi system.
  - ii. From that mix, the foaming equipment (air compressor) is to generate a foam with an expansion ratio of 20:1 (i.e. for every 1-litre solution, 20L of foam should be generated). This will create a foam with the desired level of active ingredient, but also create a foam with the right density (which is important for not only effectiveness for coating the roots but also the right 'hold' so the foam doesn't collapse inside the pipe too quickly).
  - iii. A 500L solution should treat approx. 500m of 150mm diameter pipe.
  - iv. The hose is not to be extracted in excess of 6 metres/minute as this may result in a failure of the chemical process of root foaming (or 2 metres/minute if nozzle or cutter is attached to hose).
  - v. It is important that the nozzle does not appear out of the line before a slug of foam is observed. If the nozzle does appear before the foam, then the retrieval rate was too fast and the line will not have been filled, but it would also be unlikely that any foam entered the property connection branches.
- c) The Industry Partner must notify South East Water's Representative of the dates and sewers to be treated, 3 days prior to any work commencing so that South East Water's Representative can notify our Treatment Plants team.
- d) Measurement for payment of scheduled root foaming of sewer lines will be based on the number of metres of sewer line 'Foamed' as reported on the Sewer Cleaning SI in the Works Management System.
- e) The total number of metres reported will then be used to determine the 'Derived' value of the 'UTA' based upon the rate applicable to Scheduled Root foaming (a Schedule to the Agreement). Payment will then be made within the Derived UTA.
- f) Transportation for the disposal of the waste from the cleaning works described is considered to be within scope of the specified UTA rate.
- g) The Industry Partner must provide information on the root foaming activity for each sewer, in accordance with South East Water's Representative's requirements. This includes, but is not limited to, the following:

- i. Pipe ID, diameter and length, estimated flow level (%), number of property connection branches.
- ii. Mix volume of RootOut active (L), RootOut foaming agent (L), and water (L), and dilution ratio achieved.
- iii. The total volume of solution injected in sewer (L).

## 9. Pressure Sewer System Maintenance

### 9.1 General

- a) Sewer Civil Maintenance Services/Activities for the Pressure Sewer Industry Partner include but are not limited to:
  - i. Excavations to install, repair or replace failed or damaged Pressure Sewer pipes, joints, fittings, valves, pods and tanks;
  - ii. Flow control under the direction by sewer operations
  - iii. Assistance with education services including Sewer Blockage clearing;
  - iv. Investigation and rectification of subsidence's;
  - v. Network Support and Sewage Spills containment and clean-up.
- b) Photographic evidence of site conditions prior to the provision of services shall be taken and will include, but not be limited to; any pre-existing damage or general deterioration of existing buildings, fences and/or other structures (i.e. cracks or defects in walls/brickwork, concrete paths, driveways/crossings etc.) which existed prior to any works, in and about where any of the works are proposed to commence including thoroughfares for vehicle and/or plant access etc. These photographs shall be attached to the Job/Task in South East Water's Works Management System or by other means as approved by South East Water's Representative.
- c) Photographs are to be taken during various stages of a Task (e.g. a connection, broken pipe, completed task, reinstatement works, defects, use of material) and attached to the Task in South East Water's Works Management System or by other means as approved by South East Water's Representative.
- d) In accordance with Section 1.7, the Industry Partner is required to check the accuracy of South East Water's asset plans and records when undertaking a Task, and in the event of any discrepancy to provide 'as-constructed' Field Sketches before the Task will be regarded as having achieved completion.
- e) The Industry Partner is responsible for gaining prior approval to dispose, and for disposal at an approved waste disposal facility such as Western STP.
- f) The Industry Partner is required to meet the response and rectification times for each Task, in accordance with the Priority Level assigned.
- g) South East Water may instruct an Industry Partner to stop working on any awarded Task. Where an Industry Partner has commenced work on a Task, then South East Water will reimburse the Industry Partner all reasonable costs incurred by the Industry Partner.
- h) South East Water may also vary the priority level of an awarded Task, regardless of whether the Task has commenced



- i) South East Water will engage with the Industry Partner to establish relevant Hourly Rates for any civil works of a reactive nature. Planned Maintenance works will be managed as Quoted Works.
- j) The failure or damage of Pressure Sewer may lead to sewage spills. If a spill occurs, containment and clean-up of sewage spills must be undertaken by the Industry Partner as per all clauses within Section 5.

## 9.2 Pressure Sewer System Repairs and Excavation

- a) In some circumstances an excavation may be required to install, repair or replace failed or damaged Pressure Sewer pipes, joints, fittings, valves, pods and tanks. It may include responsibility for and controlling the flow of the Pressure Sewer system under the direction of a South East Water Representative.
- b) Once an excavation on the Pressure Sewer system has commenced, work is to continue without interruption until complete. It can be a reactive or planned activity and can either be 'on property Pressure Sewer' (pod, tank and Pressure Sewer connection), reticulation Pressure Sewer or a transfer Pressure Sewer main.
- c) The Industry Partner will be set a priority as set out in the Standard of Retail Service (a Schedule to the Agreement). Start work is achieved when the Industry Partner has arrived on site and sewer network flow control requirements determined. Upon completion of the excavation, the depth of the shaft and the offset from the nearest side boundary must be provided on the Field Sketch which should detail the extent of the repair.
- d) Where control is present, South East Water's Operations will manage required isolation. Where no control is present, the Industry Partner will need to physically isolate the site in order to facilitate the repair.
- e) Upon completion of the Excavation Repair, the depth of the shaft and the offset from the nearest side boundary must be provided on the Field Sketch which should detail the extent of the repair.
- f) Photographs before, during and after the works shall be provided on all dig outs. Photographs should include but not be limited to:
  - i. Site conditions prior to the provision of services including but not be limited to any pre-existing damage or general deterioration of existing buildings, fences and/or other structures (e.g. cracks or defects in walls/brickwork, concrete paths, driveways/crossings) which existed prior to any works, in and about where any of the works are proposed to commence including thoroughfares for vehicle and/or plant access.
  - ii. Various stages of a Job/Task (e.g. A connection, broken pipe, completed task)
  - iii. Reinstatement of area
  - iv. Cause/type of asset failure
  - v. In-place fittings used
  - vi. Scope of excavation
- g) All photographs shall be attached to the Job/Task in the Works Management System or by other means as approved by South East Water's Representative.
- h) A Task will not be regarded as having achieved Completion until the network has been restored to its state prior to starting the Task (including but not limited to



settings of valves and switches), except to the extent that the purpose of the Task required the state to be altered permanently. If the Industry Partner believes the resultant settings are inconsistent with South East Water asset information (e.g. GT viewer, Montage, or SCADA), it should escalate the matter immediately to South East Water's Representative for direction as to the status in which the valve, switch or similar is to be left on completion of the Task.

- i) For burst or leaking rising mains, repairs will be carried out under the direction of South East Water's Representative and will be paid at 'Hourly Rates' (a Schedule to the Agreement).
- j) As property discharge lines can be isolated at the pump and at the Boundary Kit, these may be repaired at Hourly Rates or by Quoted Works at South East Water's Representative's discretion.
- k) Pressure sewer reticulation and transfer main rising main repairs generally require an immediate response, and repair work is required to continue uninterrupted until the works are completed and the Sewer rising main is returned to normal operations. Thus, an after-hours response capability is necessary on a 24/7/365 basis, complete with access to the full range of resource requirements.

### 9.3 Pressure Sewer System Blockages

- a) Sewer Blockages in the Pressure Sewer system can occur due to a build up of debris associated with poor flushing velocity, air pockets, non-macerated sewage entering the system, large debris i.e. swarf, fats and other illegal discharges, etc.
- b) Where a Sewer Blockage has been identified in the Pressure Sewer system by South East Water, the Industry Partner must attend to clear the Sewer Blockage usually under the direction and support of South East Water Operations representatives.
- c) Clearing Sewer Blockages from the Pressure Sewer system requires isolation of a section of network where the Sewer Blockage is located, setting up of an eductor at a flushing point within the blocked section and flushing using the Pressure Sewer pumps within the isolated section.
- d) For Sewer Blockages on the Pressure Sewer connection (between the Boundary Kit and the Pressure Sewer tank), an eductor will be required to connect to the flushing point in the Boundary Kit to attempt to clear the Sewer Blockage.
- e) Where Sewer Blockages are unable to be cleared, excavation may be required in the isolated section attempt to locate the point of the Sewer Blockage and then jetting, rodding or pipe replacement.
- f) Blockages on the PCD (upstream of, and including, the boundary trap/inspection shaft) are the customer's responsibility. Any faults initially reported as being on the PCB and found to be on the PCD are to be escalated to South East Water's Representative for further direction.

### 9.4 Pressure Sewer Tank Cleaning Program

Larger Pressure sewer tanks or wet wells in the network require proactive cleaning and inspections undertaken at various frequencies. Where required, this activity will be undertaken in accordance with the Section 8.6.



## 9.5 Pressure Sewer System Eduction

- a) The Industry Partner is required to meet the response and rectification times for each Task, in accordance with the Priority Level assigned.
- b) Eduction from Pressure Sewer pipelines will be via flushing points and scour points. These fittings and other utilised on the Pressure Sewer network are detailed within the WSAA Pressure Sewer Code, which is available from <http://mrwa.com.au/Pages/Standards.aspx>
- c) In the event of an extend power outage, where requested, eduction services will be required to educt effluent from multiple impacted properties within the Pressure Sewer network. South East Water will provide the Industry Partner with addresses of properties requiring eduction, and the location for educted effluent to be discharge to. If the Industry Partner identifies that these eduction or disposal locations are not possible or are not accessible, they are to immediately seek direction from South East Water on what alternative arrangements should be undertaken.
- d) Generally, Eduction services will be conducted in the presence of a South East Water Representative or other authorised maintenance Industry Partners. The South East Water Representative or other authorised maintenance partners will be responsible for the opening and closing tank lids, valves and other South East Water assets. South East Water's Representative will advise of situations in advance when the Eduction Services Industry Partner will undertake this responsibility. Appropriate training will be provided in this instance.
- e) Photographs must to be taken during various stages of a Task (e.g. To capture spill impact, clean-up extent, effluent level within Maintenance hole on arrival, effluent level within the Maintenance Hole on completion of Task, status of Task at start and completion of a Task, confirmation of Traffic Management set-out, to capture any damage caused by the Industry Partner, and outcome of corrective action taken to restore back to condition prior to damage). These are to be attached to the Task in South East Water's Works Management System or by other means as approved by South East Water's Representative. Provision of photographs are included within the relevant Task rate.
- f) All Industry Partner owned Eductor vehicles which service this contract must have a vehicle tracking device installed which can be monitored via South East Water's vehicle tracking system. South East Water will provide the Contactor an extract of our Motor Vehicle Fleet Policy as it relates to Vehicle tracking. All Eductor Vehicles which do not have a tracking device installed that can be monitored by South East Water's vehicle tracking system must use South East Water's 'mobile field terminal' version of the Works Management System to provide real-time minimum information requirements.
- g) Eduction Services Tasks supporting the Pressure Sewer system network operation will be provided at the relevant Hourly Rate.
- h) The Hourly Rates are the Industry Partner's sole entitlement to payment in respect of a Task and except as expressly provided under this Agreement or in a Quoted Works response, the Industry Partner has no other entitlement to payment in respect of its costs of performing a Task and its other obligations under this Agreement.
- i) All disposal of educted waste shall be in accordance with Section 6.7.
- j) Subsidence upstream of the Boundary Kit will be the responsibility of the Industry Partner. Subsidence treatment must comply with all clauses within Section 7.5.

## 9.6 Pressure Sewer Asset Relocations

Request to South East Water by customers to relocate components of the on-property Pressure Sewer including tanks, controllers, Pressure Sewer connections and Boundary Kits. Where required, South East Water will seek works to be completed by the Industry Partner under a quoted works arrangement.



## Attachment 1 - Location of grease interceptors

South East Water has grease interceptors located at 101 Wells Street and Playne Street, Frankston, South East Water.

The attached hydraulic drawing (Figure 1) shows four food and oil interceptors (grease traps) and two in ground Sewer Pump Stations.

The waste transporter pumping out the food and oil interceptors (not the Sewer Pump Stations) are as follows:

- FOI-1, W/L#410649, 2984L (Below ground tank - Located next to car park 301A on the Payne St side of the building)
- FOI-2, W/L#410656, 2984L (Below ground tank - Located in car park 301B on the Payne St side of the building)
- FOI-3, W/L#410663, 3000L (Above ground tank - Located in the utility room on the Wells St side of the building)
- FOI-4, W/L#410670, 4950L (Above ground tank - Located in the utility room on the Wells St side of the building)





## Attachment 2 – Wet Well Classifications

SPS NUMBER	SPS NAME	SUBURB	REVISED CLEAN TYPE (Date Revised: 16/02/2017)
DT001	SHOREHAM HIGH LEVEL DETENTION TANK	SHOREHAM	B
SP002	BEAUMARIS	BEAUMARIS	C
SP003	BLACK ROCK	BLACK ROCK	B
SP007	SALMON ST	PORT MELBOURNE	A
SP010	SHANDFORD AV	BRIGHTON	B
SP012	VERDANT AV	TOORAK	A
SP018	ROWANS RD	MOORABBIN	B
SP026	NEWINGTON PARADE	CHELSEA	B
SP027	THE GLADE	BONBEACH	A
SP028	MERENDA AV	BONBEACH	A
SP029	SCOTCH PARADE	CHELSEA	B
SP030	SHERWOOD AV	CHELSEA	A
SP033	CENTURY DR	BRAESIDE	A
SP037	DOWNARD ST	BRAESIDE	C
SP039	THAMES PROMENADE	CHELSEA	B
SP042	LEVANSWELL RD	MOORABBIN	B
SP046	FOY AV	CHELSEA	A
SP049	FERNY CREEK NO 2	KNOXFIELD	A
SP058	WELLS RD	PATTERSON LAKES	C
SP067	EDITHVALE RD	EDITHVALE	A
SP070	CORIO DR	SPRINGVALE SOUTH	B
SP075	GLADESVILLE BVD	PATTERSON LAKES	A
SP084	ALEXANDRA ST	ASPENDALE	B
SP090	VALETTA ST	CARRUM	B
SP092	RIGBY STREET	CARRUM	A
SP098	NIRRINGA AV	ASPENDALE	A
SP147	FOURTH AV	CHELSEA HEIGHTS	B
SP149	GOVERNOR RD	BRAESIDE	B
SP151	DOLPHIN ST	ASPENDALE	A
SP167	CHELSEA PARK DR	CHELSEA HEIGHTS	B
SP168	THELMA ST	CARRUM	A
SP169	MCLEOD RD	PATTERSON LAKES	B
SP171	KOORNANG RD	SCORESBY	A
SP176	ADAMSON RD	BEACONSFIELD	B

SP183	MANUKA RD	BERWICK	B
SP185	PROGRESS AV	CARRUM	A
SP186	SPRAY AV	MORDIALLOC	A
SP191	WATKINS ST	ASPENDALE	B
SP198	GUY ST	UPWEY	B
SP200	GLADSTONE AV	ASPENDALE	A
SP249	AMOTT CT	BRAESIDE	B
SP261	CATHIES LANE NORTH	WANTIRNA SOUTH	B
SP278	BRANAGAN DR	ASPENDALE	A
SP279	BASIN-OLINDA RD	THE BASIN	B
SP280	HALLAM RD	HAMPTON PARK	B
SP295	WADSLEY RD	PATTERSON LAKES	B
SP310	OLD MONBULK RD	BELGRAVE	B
SP315	GASKETT COURT	NARRE WARREN	B
SP329	WARD RD No.1 (WEST)	BERWICK	A
SP336	HARTSMERE DR	BEACONSFIELD	B
SP337	BROOKVALE CL	BEACONSFIELD	A
SP341	BERWICK TAFE	BERWICK	A
SP346	GREENS RD	DANDENONG SOUTH	B
SP348	CHANDLER RD	KEYSBOROUGH	B
SP351	TEMPLETON CRES	PAKENHAM	A
SP353	TOOMUC CK	PAKENHAM	B
SP355	KIRKWOOD AV	SEAFORD	C
SP356	FORTESCUE AV	SEAFORD	B
SP357	BOONONG AV	SEAFORD	B
SP358	ALLAWAH AV	FRANKSTON	A
SP359	FIOCCHI AV	FRANKSTON	B
SP361	PLAYNE ST FORESHORE	FRANKSTON	A
SP362	NEPEAN HWY FRANKSTON	FRANKSTON	B
SP363	PASCAL RD	SEAFORD	B
SP364	BELVEDERE RD	SEAFORD	C
SP365	WISE AV	SEAFORD	B
SP366	MCKENZIE ST	SEAFORD	C
SP367	NEPEAN HWY SEAFORD	SEAFORD	C
SP368	SEAFORD OVAL	SEAFORD	A
SP369	BEACH GR	SEAFORD	A
SP370	RIVIERA ST	SEAFORD	A
SP371	COOLIBAR AV	SEAFORD	A
SP372	PARK ST	SEAFORD	B



SP373	MANORWOODS DR	FRANKSTON	B
SP375	GULLS WAY	FRANKSTON SOUTH	A
SP376	OLD MORNINGTON RD	MT ELIZA	B
SP377	FREEMANS RD	MT ELIZA	C
SP378	LANENA CT	FRANKSTON NORTH	A
SP379	BADEN POWELL DR - FRANKSTON	FRANKSTON	A
SP380	CANADIAN BAY RD	MT ELIZA	A
SP381	NEW ST	FRANKSTON	C
SP382	HALLIFAX ST	SEAFORD	A
SP383	MT ELIZA	MT ELIZA	A
SP384	OLIPHANT WAY	SEAFORD	A
SP385	GREAVES CT	SEAFORD	B
SP386	WEDGE CT	SEAFORD	A
SP387	POPLAR GR	LANGWARRIN	A
SP388	MCCLELLAND DR	LANGWARRIN	B
SP389	BERWICK-CRANBOURNE RD	CRANBOURNE	A
SP390	ANCHORAGE DR	BLIND BIGHT	B
SP391	CHARLES ST (KOO WEE RUP)	KOO WEE RUP	B
SP392	JOHN ST	KOO WEE RUP	A
SP393	STATION ST KOO WEE RUP	KOO WEE RUP	A
SP394	MOODY ST	KOO WEE RUP	B
SP395	JUNCTION CL	JUNCTION VILLAGE	A
SP397	VEDA AV	MT MARTHA	A
SP398	ASQUITH AV	MT MARTHA	A
SP399	CLARENDON DR	SOMERVILLE	B
SP400	WEBB ST	MORNINGTON	C
SP401	COOK ST	MORNINGTON	B
SP402	MIRANG AV	MT MARTHA	B
SP403	TWO BAYS CRES	MT MARTHA	A
SP404	WARRAIN AV	MORNINGTON	A
SP405	KALIMNA DR	MORNINGTON	A
SP406	PINE AV	MORNINGTON	C
SP407	MOTHERS BEACH	MORNINGTON	A
SP408	PENTECOST RD	MORNINGTON	C
SP410	URALLA RD	MT MARTHA	B
SP411	AUGUSTA ST	MT MARTHA	B
SP412	KUNYUNG RD	MT ELIZA	C
SP413	RANELAGH BEACH	MT ELIZA	A
SP414	BELUGA ST	MT ELIZA	C

SP415	SUNNYSIDE BEACH	MT ELIZA	A
SP416	BALCOMBE BRIDGE	MT MARTHA	A
SP417	HEARN RD	MT MARTHA	A
SP419	MOOROODUC RD	MT ELIZA	C
SP420	BAXTER-TOORADIN RD	BAXTER	A
SP421	GRANT RD	SOMERVILLE	B
SP422	HASTINGS ST	PEARCEDALE	A
SP423	STATION ST (MOOROODUC)	MT ELIZA	A
SP424	RAILWAY RD	BAXTER	A
SP425	AUSTRAL CR	BAXTER	C
SP426	GUELPH ST	SOMERVILLE	B
SP428	SPEEDWELL ST	SOMERVILLE	A
SP431	BURDOO WAY	MT MARTHA	B
SP432	IAN RD	MT MARTHA	B
SP433	REID PDE	HASTINGS	C
SP434	ROBERTSON ST	HASTINGS	A
SP436	FRANKSTON-FLINDERS RD	HASTINGS	A
SP437	CRESWELL ST	CRIB POINT	B
SP438	CAMPBELL ST	CRIB POINT	A
SP439	POINT RD	CRIB POINT	A
SP440	TRAFALGAR ST	BITTERN	B
SP442	TRITON AVE	CRIB POINT	A
SP443	SUDHOLZ ST	BITTERN	B
SP444	KINGS CK	HASTINGS	B
SP447	LOMICA DR	HASTINGS	B
SP449	SIXTH AV	ROSEBUD	C
SP450	BEACH ST	DROMANA	C
SP451	CHARLES ST, DROMANA	DROMANA	B
SP452	MASON AV	SAFETY BEACH	B
SP453	VICTORIA ST	SAFETY BEACH	B
SP454	FOORD LA	DROMANA	A
SP455	BRASSER AV	DROMANA	B
SP458	EASTBOURNE RD	ROSEBUD WEST	C
SP459	VIOLET ST	ROSEBUD WEST	A
SP461	SWANS WAY	ROSEBUD WEST	A
SP463	BROWNS RD	ROSEBUD WEST	A
SP464	HENRY WILSON DR	ROSEBUD WEST	B
SP468	SHEOAK GVE	MT MARTHA	B
SP475	ERAMOSIA RD WEST	SOMERVILLE	A



SP492	COLLETT ST (LONGWARRY)	LONGWARRY	C
SP493	CHURCH ST (LONGWARRY)	LONGWARRY	A
SP506	THIRTEEN MILE RD	GARFIELD	B
SP507	JEFFERSON RD	GARFIELD	A
SP508	WATTLETREE RD	BUNYIP	A
SP509	MODELLA RD	BUNYIP	B
SP510	RAILWAY AV	BUNYIP	A
SP521	ELIZA ST	ROSEBUD WEST	B
SP527	BURDETT ST	TOOTGAROOK	A
SP539	COLCHESTER ROAD	ROSEBUD WEST	A
SP545	MELVILLE ST	TOOTGAROOK	A
SP547	NELLIE ST	LANG LANG	B
SP548	JAMES ST	LANG LANG	A
SP549	TRESIZE CT	LANG LANG	A
SP558	CAIRNS AVE	ROSEBUD WEST	A
SP560	MARSHALL ST	RYE	A
SP566	TRUEMANS RD	ROSEBUD WEST	B
SP800	NEW HOLLAND DR	CRANBOURNE EAST	A
SP804	TUCKER RD	BENTLEIGH	B
SP806	CASINO	SOUTHBANK	B
SP807	ELIZABETH AVE	ROSEBUD WEST	B
SP808	NATHAN ROAD	DANDENONG SOUTH	A
SP810	MUNRO AVE DETENTION TANK	CARNEGIE	C
SP812	MORWELL PDE WET WEATHER DETENTION STN	SPRINGVALE	C
SP813	LIBRARY ROAD	BALNARRING BEACH	B
SP814	CIVIC COURT	BALNARRING BEACH	A
SP815	MT BARRON ST	BALNARRING	A
SP816	SEAWIND ROAD	BALNARRING BEACH	A
SP817	WARRAWEE RD	BALNARRING	A
SP818	BALNARRING NORTH	BALNARRING	A
SP819	BALNARRING OUTFALL	BALNARRING	C
SP820	CASSANDRA CLOSE	SOMERVILLE	A
SP821	CRAIGIE RD	MT MARTHA	C
SP824	BIMBLE ST	RYE	A
SP827	POTTS RD	LANGWARRIN	B
SP828	MACFARLAN RESERVE	SORRENTO	A
SP829	SORRENTO ESPLANADE	SORRENTO	C
SP830	FRANKLIN RD	PORTSEA	B
SP831	FITZJOHNS CT	PORTSEA	A

SP832	WILSON RD	BLAIRGOWRIE	B
SP833	RAILWAY RD DETENTION TANKS	TYABB	C
SP834	DELGANY AVE	PORTSEA	A
SP835	BRUNT ROAD	OFFICER	B
SP837	CHELSEA HEIGHTS HOTEL	CHELSEA HEIGHTS	A
SP839	CRANBOURNE EAST	CRANBOURNE EAST	B
SP840	JENKINS ST	MORDIALLOC	B
SP842	LAKE KING CIRCLE	BRAESIDE	B
SP845	LAHINCH DRIVE	FINGAL	A
SP846	OLD TOM MORRIS LANE	FINGAL	A
SP847	CLUB HOUSE	FINGAL	A
SP848	LIMESTONE ROAD	FINGAL	A
SP850	SANDY POINT RD	SOMERS	A
SP851	SOUTH SEA RD	SOMERS	B
SP852	CAMPSIE CT	SOMERS	A
SP853	KELBURN CT	SOMERS	A
SP855	CRAIGIE ROAD WEST	MT MARTHA	B
SP856	APPLE BERRY AVE	LANGWARRIN	A
SP857	THE RIDGE ROAD	FINGAL	A
SP858	MUIRFIELD LANE	FINGAL	B
SP859	LAKEWOOD BOULEVARD	CARRUM DOWNS	A
SP860	SANDHURST BOULEVARD	SKYE	B
SP868	CLIPPER QUAY	SAFETY BEACH	A
SP870	LA PEROUSE	BONBEACH	B
SP871	MELBOURNE ROAD	SORRENTO	A
SP872	BLACK WALLABY DRIVE	LANGWARRIN	B
SP879	MARY STREET	OFFICER	B
SP883	PINEWOOD AVE	DANDENONG NORTH	B
SP884	PEARCEDALE ROAD	CRANBOURNE SOUTH	B
SP885	BROWNS ROAD-BOTANIC RIDGE	CRANBOURNE SOUTH	A
SP886	BANJO CIRCUIT	BONBEACH	A
SP887	SHIRLOW AVENUE	RYE	A
SP889	AQUEDUCT ROAD	LANGWARRIN	A
SP890	CLIPPER QUAY EAST	SAFETY BEACH	B
SP891	SYBELLA AVENUE	KOOWEERUP	A
SP893	Pakenham South Transfer	PAKENHAM	A
SP894	WILD SCOTCHMAN WAY	CRANBOURNE	C
SP895	BOLAND DRIVE	LYNDHURST	B
SP896	BATE CLOSE	PAKENHAM	B



SP898	GATEWAY DRIVE	CARRUM DOWNS	B
SP899	BRAY BOULEVARD	CRANBOURNE NORTH	A
SP900	BERWICK CRANBOURNE ROAD SOUTH	CLYDE NORTH	B
SP901	VALLEY ROAD	SKYE	A
SP902	HAYNES CLOSE	BUNYIP	A
SP903	PERRY ROAD	KEYSBOROUGH	B
SP904	BURNHAM CRESCENT	KEYSBOROUGH	C
SP906	DILLON WAY	CRANBOURNE	A
SP907	HIGGINS ROAD	BENTLEIGH	A
SP908	MORTIMORE STREET	BENTLEIGH	C
SP909	TAMARA CIRCUIT	LANGWARRIN	A
SP910	CAMPASPE STREET	CLYDE NORTH	A
SP911	BIMBERRY CIRCUIT	CLYDE	A
SP912	THORNHILL STREET NORTH	HASTINGS	B
SP914	MOODY STREET EAST	KOOWEERUP	A
SP917	SIDING AV	OFFICER	A
SP923	GRICES RD	CLYDE NORTH	C
SP927	SOLDIERS RD	BERWICK	B
SRP32	PAKENHAM INLET TP PS	PAKENHAM	C
SP427	INGHAMS	SOMERVILLE	A
SP805	MURRAY RD	ORMOND	B
SP881	OFFICER SOUTH ROAD	OFFICER	Hourly Rate
SP918	GUM SCRUB CREEK	OFFICER	A
SP920	HEART STREET WET WEATHER FLOW TRANSFER	DANDENONG	A
SP921	PERRY ROAD STH	KEYSBOROUGH	B
SP925	MELBOURNE RD STH	SORRENTO	B
SP928	KIAMA ST	OFFICER	A
SP929	PAKENHAM RACECOURSE	TYNONG	B
SP934	CLYDE CREEK PDWF	CLYDE	B
SP935	BROWNS RD PDWF	CRANBOURNE SOUTH	A
SP936	SOUTH GIPPSLAND HWY PDWF	CRANBOURNE	B
SP937	RAILWAY RD PDWF	CLYDE	A
SP939	CARDINIA RD INTERIM PDWF	OFFICER	B
SP940	WESTERN PORT HWY PDWF	CRANBOURNE	B
SP942	CUPPLES CRESCENT	BERWICK	A
SP944	BALLARTO RD INTERIM	CLYDE	B
SP945	SMITHS LANE PDWF	CLYDE NORTH	A
SP946	MCGREGOR RD	PAKENHAM	A
SP947	CILROY CRESCENT	CRANBOURNE SOUTH	A

SP948	MORISON RD	CLYDE	A
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## Specifications – Road Reinstatements

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## **Permanent Reinstatement Services Services Specification**

### **Permanent Reinstatement Services 2023-2024**

#### **Project Confidentiality**

South East Water Corporation requires that confidentiality be preserved with regards to this Specifications and all related documents and discussions. This document remains the property of South East Water Corporation, however, it may be copied for the sole purpose of preparing the proposal.

#### **Disclaimer**

This document has been specifically prepared by South East Water in relation to this Request for Pricing and should not be relied upon by other parties nor used for any other purposes without specific approval from South East Water.



**Maintenance Services 2023-24**  
**Permanent Reinstatement Services Specification**

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## 1. Permanent Reinstatement Services

### 1.1 General

- a) South East Water provides a 24/7 emergency response for maintenance requirements on our water and sewer network using a number of Principal Maintenance Contractors. Following the rectification of the faults, the surfaces are temporarily reinstated by these Maintenance Contractors.

The Permanent Reinstatement Services Principal Contractors (Contractor) must provide the permanent reinstatement of all paved surfaces (asphalt, concrete, pavers, kerbs and channels, etc.). South East Water intends to engage up to two Contractors to undertake these permanent reinstatements on our behalf, based upon geographical location and local council area. The services shall be provided under a Schedule of Rates and the Contractor must supply all materials, labour, plant and equipment necessary to carry out the services including all traffic management requirements.

The successful Contractors are responsible for all aspects of the reinstatement process. Permanent Reinstatement Services/Activities include but are not limited to:

- Reinstatement of all concrete and asphalt surfaces including roadways, paved trafficable surfaces, driveways and footpaths within the road reserve which may also be on private property, etc.;
  - Reinstatement of kerb & channel;
  - Paving;
  - Line Marking;
  - Removal and disposal of any temporary reinstatement material and removal and disposal of any type of waste generated from permanent reinstatement works;
  - All necessary profiling;
  - All traffic management requirements;
  - All necessary permits and approvals;
  - Communication with South East Water customers and stakeholders; and
  - Dilapidation reports with photos prior to executing any permanent reinstatement works.
- b) The whole of the services must be executed by the Contractor to the satisfaction of South East Water in strict accordance with this document, the general specification, Agreement, and any other documents forming part of the Agreement.
- c) South East Water reserves the right to, by itself or by any other means necessary, carry out at any time any work associated with any part of the services and may at its total discretion, and as required, engage additional Contractors, where appropriate.
- d) The workload is subject to significant variation due to weather and other factors.
- e) Contractors must note that South East Water does not provide any assurance or warranty that the projected annual expenditure will occur.
- f) Due to expected seasonal fluctuations in maintenance activity, it is important for Contractors to have the flexibility to accommodate variations in workload (increases and decreases).
- g) It is important that the Contractor correctly assesses the complexity of the Task and allocates the appropriate equipment/resourcing and materials.
- h) The Contractor must procure all materials required for a task and this is deemed to be included in the Contractors Schedule of Rates.
- i) The Contractor must have 24/7 365 day availability of all plant and equipment, labour, resources and materials necessary for them to fulfill all obligations under this contract.
- j) Contractors shall utilise up to date technology and equipment in every effort to minimise inconvenience to South East Water's customers.
- k) Traffic management is the responsibility of the Contractor and is required to be charged as per the agreed Schedule of Rates. Contractors must comply with the current regulations under the terms of the Road Traffic Management Act 2004 in conjunction with Code of Practice for Worksite Safety - Traffic Management. The Contractor and or its traffic management representative must inform the



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### Permanent Reinstatement Services Specification

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appropriate road authorities and public transport companies prior to implementing traffic controls or as stated in their traffic management plans. The Contractor shall ensure all permits and approvals are in place. All traffic management plans and invoices must be uploaded to the attachment list in Montage (South East Water's Work Management System) along with photos of the traffic management set up with surrounding background, and placement of staff.

## 2. Materials to be Supplied by the Contractor

- a) It is important that the Contractor correctly assesses the complexity of the Task and allocates the appropriate materials in accordance with the applicable Schedule of Rates.
- b) The Contractor must procure all materials required for a Task and this is deemed to be included in the Contractors Schedule of Rates.
- c) The Contractor must have 24/7 365 day availability of all plant and equipment, labour, resources and materials necessary to complete all obligations.
- d) The Contractor will be responsible for the care and security of all materials and equipment (including unfixed materials and goods, temporary works and construction plant) used by the Contractor during the performance of a Task.
- e) If an asphalt manufacturing plant or concrete manufacturing plant is not available (not open and in operation) on Public Holidays or for Out of Hours works, the Contractor must notify South East Water immediately and will be responsible for rescheduling and executing the permanent reinstatement works for the next plant availability.
- f) **New Paving** – New pavers, bricks and specialist tiles will not be supplied by South East Water and is the Contractors responsibility to supply all these materials for the Task.
- g) South East Water's first preference is for the Contractor to reuse any existing used materials for a Task however, if not available, the Contractor must supply materials at their own cost and all materials are deemed to be included in the Schedule of Rates.
- h) **Used Paving** – The Contractor may enquire and check with South East Water's reinstatement supervisor's to confirm if any used pavers, bricks or similar materials that may have been salvaged from South East Waters other Maintenance Service Providers (sewer and water civil works streams) are available. Used Paving may be stored at South East Water's Lynbrook and or Heatherton sites. The Contractor may pick up such suitable used materials only (if confirmed available) from Lynbrook and Heatherton at the Contractors own expense with prior approval from South East Water's Reinstatement Supervisor and South East Water's Stores and Inventory Manager, Business Support. The Contractor must ensure all 'used' materials are assessed prior to pick up and must be in good condition and suitable for awarded Tasks, however if used materials are deemed as not suitable for use by the Contractor then the Contractor must not remove unsuitable materials from South East Waters Lynbrook and or Heatherton sites. The costs associated with the Contractor assessing any used materials at South East Waters Lynbrook and or Heatherton sites, including transportation of used materials is deemed to be included in the Schedule of Rates.

## 3. Vehicles, Plant & Equipment, and Sub-Contractors

### 3.1 Equipment to be supplied by the Contractor

- a) The Contractor shall have the ability to provide, in line with the priority set for the Task, the necessary equipment. For example, such equipment includes but is not limited to:
  - i. Any specialist equipment necessary to execute the permanent reinstatement services;
  - ii. Other equipment as deemed necessary to carry out activities in this Specification;
  - iii. Other fit for purpose equipment as deemed necessary to carry out activities of the Services (such as but not limited to, barriers, signage, asset location equipment).
- b) Upon request, the Contractor must supply South East Water an up to date list of equipment or plant, and how it will be sourced (e.g. in-house or external supplier). In respect of each supplier, it must

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### Permanent Reinstatement Services Specification

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provide a signed list of the equipment and plant that is available to the Contractor on a 24/7/365 basis. The list is to include specialised equipment.

- c) Any delay in obtaining any of the services or equipment as set out in this clause does not release the Contractor from their obligations to meet priorities set out in this Specification.

### 3.2 Vehicles, Plant, and Equipment

The Contractor must provide suitably equipped and maintained vehicles, plant and equipment where applicable to meet the requirement for the services. Vehicles predominantly used to provide services under this contract shall be clearly marked with South East Water branding (at South East Water's cost) and shall be registered and insured as required by law in the State of Victoria, where applicable. Where such a vehicle is used in relation to work for another client, the South East Water branding must be masked.

The Contractor shall maintain a vehicle, plant and equipment list identifying all relevant vehicle, plant and equipment required to perform all services. The list is to be updated regularly and presented to South East Water's Representative on request. Routine vehicle, plant and equipment maintenance documentation is also to be presented to South East Water's Representative on request.

### 3.3 Maintenance of Vehicles, Plant & Equipment

All vehicles, plant and equipment must be kept clean to the satisfaction of the South East Water Representative. The maintenance and repair of all vehicles, plant and equipment must be in accordance with the manufacturer's recommendations and legislation in place, including (without limitation) the Occupational Health and Safety Act 2004.

The Contractor shall inspect all vehicle, plant and equipment to be used on the services for oil and fuel leakage before it enters the site and shall inspect all vehicle, plant and equipment at regular intervals during the period it is on the site.

If pollution of any existing soil occurs from the Contractor's vehicle, plant and equipment or spillage of any contaminant, then all contaminated soil shall be removed from the site and disposed of as in accordance with the requirements of the EPA at the Contractor's expense.

The Contractor is responsible for any and all cost associated with the clean-up and rectification of any damage associated with any leakages from the Contractor's vehicle, plant and equipment.

### 3.4 Standard of Vehicles, Plant & Equipment

The Contractor must ensure that all items of vehicles, plant & equipment used for the duration of the Agreement:

- a) comply with all applicable Acts, regulations, local laws, guidelines and codes of practice;
- b) are suitable for the purpose for which they are to be used;
- c) are maintained in good repair and condition to the satisfaction of South East Water's Representative;
- d) are designed and manufactured to the best available technology;
- e) are equipped with, where applicable:
  - iv. alternative plant, equipment or fuels, if any;
  - v. appropriate first aid equipment to the satisfaction of South East Water's Representative;
  - vi. appropriate communication equipment, either two way radio to base and/or a mobile phone
  - vii. writing materials; and,
  - viii. written instructions on emergency procedures, safety procedures, operating procedures, and any other matters necessary to enable the Contractor's personnel or subcontractors to perform the services safely, efficiently and in accordance with the contract.



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### Permanent Reinstatement Services Specification

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#### 3.5 Sub-Contractors

All sub-contractors must be pre-approved by South East Water before they are first engaged in relation to the Contract. Approval will largely be based on establishing the sub-contractor has suitable qualifications and experience to perform the Services.

The use of sub-contractors is considered to be included in the Schedule of Rates. The Contractor will manage their sub-contractors to ensure KPI's, performance, safety and all obligations pertaining to the contract are met. The Contractor will demonstrate that they have resource management plans to service seasonal works and reactive emergency works in respect of sub-contractors.

## 4. Payment

- a) South East Water will pay the Contractor on the basis of a Schedule of Rates and or Quoted works.
- b) A Schedule of Rate is a total fixed amount.
- c) The Schedule of Rates, are the Contractor's sole entitlement to payment in respect of a Task and except as expressly provided under this Agreement or in a Quoted Works Response, the Contractor has no other entitlement to payment in respect of its costs of performing a Task and its other obligations under this Agreement.
- d) The Contractor shall not be entitled to payment for Travel Costs as this is deemed to be included in the Schedule of Rates.

#### 4.1 Contractor payment claims

All Contractor payment claims for work performed must be based on Montage data. Contractors must submit monthly invoices covering Tasks completed during that month and approved by South East Water. Only one payment claim per Task may be made.

#### 4.2 Quoted Works

The Schedule of Rates has been designed to meet the majority of the reinstatement work undertaken by South East Water in relation to its maintenance and minor capital works activities. South East Water may offer those reinstatements outside of the Schedule of Rates to Contractors to provide a quote for the works. Such works may include:

- a) Asphalt reinstatements in excess of 2000m<sup>2</sup> and above;
- b) Concrete reinstatements in excess of 60m<sup>2</sup> and above; and
- c) Where the package of works is grouped together as part of a program.

South East Water retains the right to include other Contractors in quotation requests.

If the Contractor is unable to provide a quote, it must promptly advise South East Water of the reason that it is unable to do so. The Contractor must otherwise provide a quote to South East Water in response to a Request for Quote by the date specified in the Request for Quote (Quoted Works Response).

The provision of an unreasonable quote (excessive cost or inability to provide the quoted services within the agreed timeframe), or failure to provide a quote, would be regarded as a failure to perform the service obligations.

## 5. Particular Quality Standard

### 5.1 General

The Contractor must carry out all services in accordance with the following standards as a minimum:

- a) the Occupational Health and Safety Act 2004 (Vic);
- b) the Public Health and Wellbeing Act 2008 (Vic);
- c) the Environmental Protection Act 1970 (Vic) and the 2017 Act (Vic);
- d) all relevant Council and VicRoads Standard Drawings and Technical Notes; and
- e) all relevant codes of practice.

### 5.2 Standards and Specifications

The Contractor must ensure that:

- All permanent reinstatements are carried out in accordance with the appropriate Responsible Road Authority Specifications as detailed in Clause 5.1; and
- the final reinstatement is as near as is reasonably practicable to an equivalent standard of quality and design as the original surface.

If the Contractor does not execute the works in accordance with the appropriate road authority specifications or standards, South East Water will issue a quality non-conformance and will not pay for any defective or non-compliant work. Reinstatement that is outside the applicable Roads Owners standards or specifications needs to be approved by the applicable Roads Owners and the Contractor must notify South East Waters Representative providing evidence of such agreement upon request.

## 6. Services

### 6.1 Contractor Services

The Contractor must be able to provide the full range of reinstatement services, through its own or third party resources. This includes the requirement to provide whatever plant, equipment and materials may be needed. The Contractor must have sufficient capacity to accommodate the prospective workload, which may include emergency response, out of hours working, weekend working, and public holidays as appropriate to carry out the services. Except as stated in the specification, all risks associated with the provision of services rest with the Contractor. This include but is not limited to, traffic management, VicRoads and Council permissions for road closures, all required permits and obtaining access to customer properties.

### 6.2 Support Services

Services considered to be outside of the scope of this agreement but which from time to time the Contractor may be asked to be provided from time to time. Landscaping is such as service.

Payment for these Support Services would be agreed between the Contractor and South East Water Representative (which may include a quote or hourly rates) prior the commencement of the work.



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### Permanent Reinstatement Services Specification

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#### 6.3 Quoted Works and Emergency Reinstatement Works

Any permanent reinstatement works up to 2,000 m<sup>2</sup> is deemed to be covered under the applicable Schedule of Rates. Any permanent reinstatement works such as water main bursts which have impacted paved surfaces that are larger than 2000 m<sup>2</sup> will be quoted works.

Permanent reinstatement works shall be undertaken by the Contractor once South East Water has approved of the Contractors submitted quote.

In the event of emergency reinstatement works (above 2,000 m<sup>2</sup>), the Contractor must complete all works that requires immediate repair upon receiving instruction from South East Water, without the need of the quote. The applicable rates in the Schedule of Rates shall apply in this case.

The Contractor must supply whatever plant, materials, labour necessary to complete the works including any excavation or profile damaged pavement, removal of spoil and any waste and relay and complete all components as may be required to fully complete all reinstatement works of this size.

#### 6.4 Finished Surface Levels

If the Contractor finds any existing South East Water assets e.g. valves, hydrant covers, etc. (excluding sewer maintenance hole covers) or temporary reinstatements are too low or too high the Contractor will be required to carry out rectification, adjustment or repair work and any other associated works necessary to permanently reinstate each temporary surface back to the correct finished surface level. This is deemed to be included in the Schedule of Rates.

### 7. Spoil Removal

The Contractor is responsible for the legal disposal and traceability of all spoil and material resulting from work carried out under this Agreement.

### 8. Service Area

The Contractor (Industry Partner) shall note that unplanned failures of the water and sewerage network occur on a daily basis.

The Contractor (Industry Partner) will be assigned to all geographical locations based upon Council area for services provided under the Agreement. With the exception of quoted works, South East Water intends that all Tasks will be awarded to the Contractor (Industry Partner) assigned to the area where the Task is located. The Contractor (Industry Partner) will be responsible for allocating Tasks to the appropriate resource.

- **Service Area**

Service Area is defined as: the area within South East Water's Service Area, which includes wholly or partially, the following municipal city and council shires:

Bayside City Council, Glen Eira City Council, Melbourne City Council, Port Phillip City Council, Stonnington City Council, Bass Coast Shire Council, Baw Baw Shire Council, Cardinia Shire Council, Casey City Council, Frankston City Council, Greater Dandenong City Council, Kingston City Council, Knox City Council, Monash City Council, Mornington Peninsula Shire Council, South Gippsland Shire Council



Contractually, in order to preserve South East Water's ability to meet its objectives and to ensure that each Task is awarded to the most appropriate Contractor (Industry Partner), the award of Tasks will be at the absolute discretion of South East Water.

## 9. Job Volumes

South East Water does not provide any assurance or warranty that any previous job volumes or projected job volumes will occur or that the expenditure will equal between Contractors, (Industry Partners).

## 10. Other Specific Safety Requirements

## 10.1 Work near Powerlines

The Contractor must be aware of powerlines when working on site and comply with relevant regulations. The Contractor must take the necessary precautions and observe the recommended “no go zone” safe clearances. The Contractor is required to obtain a permit from the relevant power or utility before commencing any works where required. Costs associated with obtaining approval is deemed to be included in the rates. Contractors are not permitted to commence any work until a pre-start site/job meeting and a risk assessment have been completed. The Contractor must record on the Works Management System when permits have being formally requested and when approval has been granted. The Contractor is responsible for expediting and following up on all permit applications to reduce the delays associated with this process and requirement.

## 10.2 Work near Tram and Train Lines

The Contractor must be aware of tram tracks and powerlines when working on site and comply with relevant regulations. The Contractor must take the necessary precautions and observe the recommended “no go zone”



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### Permanent Reinstatement Services Specification

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safe clearances. The Contractor is required to obtain a permit from the relevant transport operator before commencing any works where required. Costs associated with obtaining approval is deemed to be included in the rates.

Contractors are not permitted to commence any work until a pre-start site/job meeting and a risk assessment have been completed. The Contractor must record on the Works Management System when permits have been formally requested and when approval has been granted. The Contractor is responsible for expediting and following up on all permit applications to reduce the delays associated with this process and requirement.

#### 10.3 Public Protection Of Open Worksite

South East Water requires all excavations to be properly protected to prevent public access while the site is unattended for any period of time. The Contractor is responsible for clearly delineating pedestrian and or vehicle access around worksite at all times and if required totally restrict access.

South East Water requires the Contractor to ensure all open excavations to be physically protected by covering with a suitably rigid material spanning the excavated area to prevent any worker or member of the public falling or entering an open excavation.

Should any excavation or Worksite remain open for any period greater than 8 hours and be unattended at any time, the Contractor must comply with one of the following:

- a) Temporarily backfill the excavation and safely barricade the area.
- b) Install a temporary construction security fence. The fence shall be installed surrounding the Worksite area and cover excavation with a physical barrier to protect the public. South East Water requires any such temporary construction fence to be of rigid construction, greater than 2.0m high with chainmesh or similar wire to prevent public access.
- c) Use a higher level of public protection than that specified in a) or b) above if a risk assessment of the Worksite determines that these controls are not suitable to reduce any risks present to an appropriate level.
- d) Prepare and provide a Traffic and Pedestrian Management Plan and attach to the Montage (Works Management System) Task.

Should any excavation or Worksite remain open for less than 8 hours and be unattended, the Contractor shall carry out one of the following:

- a) Temporarily backfill the excavation and or safely barricade the area.
- b) Cover the excavation with a physical barrier and safely barricade the area.
- c) Use a higher level of public protection than that specified in a) or b) above if a risk assessment of the Worksite determines that these controls are not suitable to reduce any risks present to an appropriate level.

The Contractor must only supply and utilise road plates on sites that meet the new minimum standard 'AS3996 for Load Rating and Slip Resistance'.

**Schedule 5 In-Field Works Costs Table**

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## Schedule 5

### In-Field Works Costs Table

- This table applies to UTA Tasks and Reimbursable Tasks.
- This table does not apply to Quoted Works Tasks.
- This table does not apply to Tasks in the categories of Service Calls or Schedule of Rates (which are both paid as fixed amounts).

#	Type of material or other supply	Procured by	UTA Cost?	South East Water to reimburse ?	Comments and references to related provisions
A	Service Personnel, vehicles, plant and equipment, including travel	Industry Partner	Y	Y - subject to any applicable UTA	Service Personnel at Hourly Rates, See clauses 25.21 to 25.23 (Hourly Rates for vehicles, plant and equipment). See clauses 25.14 to 25.20 (Travel Costs).
B	Standard Pipes and Fittings  These are, by definition, materials that are included on the 'South East Water Inventory List', excluding Critical Spares and Rotable Spares.	South East Water	N	Y - on producing evidence of usage	South East Water provides these items on the "quasi-free issue" basis. See clauses 18.2 to 18.6 (Quasi-Free Issue process)
C	Critical Spares  These include critical spares such as modems and telemetry unit spares, treatment plant spares, long lead items, and pipes over 300mm dia.)  These are included in the 'South East Water Inventory List'.	South East Water	N	n/a	South East Water provides these materials on the following "free issue" basis:  The items are issued to the Industry Partner for use in relation to a particular Task. The Industry Partner is <u>not</u> required to purchase them and subsequently seek reimbursement based on usage.
D	Rotable Spares (including certain pumps and valves).	South East Water	N	n/a	South East Water provides these materials on the following "free issue" basis:

#	Type of material or other supply	Procured by	UTA Cost?	South East Water to reimburse ?	Comments and references to related provisions
	These are included in the 'South East Water Inventory List'.				<p>The items are issued to the Industry Partner for use in relation to a particular Task. The Industry Partner is <u>not</u> required to purchase them and subsequently seek reimbursement based on usage.</p> <p>The costs for the repair of the item removed from a Job are incurred by South East Water, and charged to that same Job. Once repaired, the item is returned to the store, stocked as a 'spare'.</p>
E	Consumables  Note: 'Consumables' means the materials described in, or similar to those described in, the Specifications (see General Requirements, Table 2 Consumables), and includes all necessary sundries, hand tools and tools of trade, grinding wheels, cable ties, tape, electrical certificates, and other consumables, PPE).	Industry Partner	N	N	The Industry Partner provides these items at its own expense. The items include certain items of SEW-branded (and not co-branded) uniform, in accordance with South East Water specifications.
F	Quarry products	Industry Partner	Y	Y - subject to any applicable UTA	Note: As stated in the Specifications, no additional claims for quarry products, top soil, or consequential damage to surrounding areas (e.g. removal of additional bitumen or concrete) will be considered outside of the agreed UTA costs.
G	Mandated Consumables  These include: <ul style="list-style-type: none"> <li>• Plastic Bags Clear 700x1100</li> <li>• Diamond Lifter - Long Handle</li> <li>• Upwey Cover Lifter/Key</li> </ul>	South East Water	N	n/a	<p>South East Water mandates particular specifications apply for some consumables and the Industry Partner must purchase these items from South East Water 'at cost'.</p> <p>The Industry Partner will not be reimbursed for these items.</p>



#	Type of material or other supply	Procured by	UTA Cost?	South East Water to reimburse ?	Comments and references to related provisions
	<ul style="list-style-type: none"> <li>Grass Seed</li> <li>Barrier Tape Black/Gold</li> <li>Hardwood Stakes</li> <li>Hardhat 'SEWL' Logo</li> </ul>				
H	<p>Sundry Consumables</p> <p>These include:</p> <ul style="list-style-type: none"> <li>various customer notification cards (eg water shut-off; access to property; and "we couldn't access our pipe") and "red notice" books.</li> </ul>	South East Water	N	n/a	Some sundry items are available from South East Water at no cost to the Industry Partner.
I	<p>Reimbursable Materials</p> <p><u>Civil</u>: sacrificial timber, concrete for large thrust blocks, relays, seals, shackles, eye bolts.</p> <p><u>Mech &amp; Elec</u>: various electrical spares (including for example lighting, relays, conduit, cable, timers, phase fail relays, motor starters, instrument sensors and operator interfaces), and mechanical spares (including for example gaskets, guide rails, brackets, seals, non-return valve balls, shackles, eyebolts and fittings/ piping).</p>	Industry Partner	N	Y	<p>Reimbursement will be made at cost (without any mark-up, handling fee or other adjustment) provided that:</p> <ul style="list-style-type: none"> <li>South East Water has, where it has advised that it requires to do so, pre-approved the proposed supplier;</li> <li>the materials conform to Legislative Requirements and standards (and the Industry Partner must be able to demonstrate this);</li> <li>the materials are not available through South East Water's stores (otherwise reimbursement will be limited to the price at which the materials are available from South East Water's stores);</li> <li>must not be Consumables.</li> </ul> <p>Claims for Reimbursable Materials must be made through the Works Management System with supporting receipts (together with photos and written information evidencing the need for, and use of, the materials) attached to the relevant Task.</p>

#	Type of material or other supply	Procured by	UTA Cost?	South East Water to reimburse ?	Comments and references to related provisions
J	Support Services (a defined term)  Includes electricity pole holders; fencing contractors; condition assessment specialists; divers; carpenters; and glaziers. South East Water may define further Support Services.	Industry Partner	N	Y	Reimbursement is based on supplier invoices provided by the Industry Partner, and is made at cost (without any mark-up, handling fee or other adjustment).  See clause 8.8 to 8.10.  Claims for reimbursement are to be made through the Works Management System with supporting receipts (together with photos and written information) attached to the relevant Task.
K	Basic Traffic Management (a defined term in the Specifications)	Industry Partner	Y	Y - subject to any applicable UTA	
L	Transport and disposal of spoil and contaminated material	Industry Partner	Y (transport)  N (disposal)	Y (transport - subject to any applicable UTA)  Y (disposal)	See clause 20 Spoil and Contaminated Material Disposal.
M	Specialist Services (a defined term)	South East Water	N	n/a	Specialist Services are specialist maintenance services which do not form part of the Services. They are to be procured independently by South East Water, as may be required for works associated with a Task awarded to the Industry Provider.



**Schedule 6 Key Personnel**

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## Schedule 6

### Key Personnel

Role	Name	PS1	PS2	Period of Commitment
Contract Manager	Peter Hogan	Y	Y	Not less than 12 months
Project Accountant	John Bautista	Y	Y	Not less than 12 months
Operation Manager - Sewer	Yahia Jammoul	Y		Not less than 12 months
Supervisor - Sewer	Frank Mastroianni	Y		Not less than 12 months
Supervisor - Sewer	Nick Braham	Y		Not less than 12 months
Program & Reactive Sewer Clearance Supervisor	Dean Kairies	Y		Not less than 12 months
Operation Manager - Water	Michael Spicer	Y		Not less than 12 months
Dispatch Resource Coordinator	Mark Lillie	Y		Not less than 12 months
Supervisor - Water	Luke Harrington	Y		Not less than 12 months
Supervisor - Water	Scott Easton	Y		Not less than 12 months
Supervisor - Water	Jason Corrin	Y		Not less than 12 months
Planned Works Supervisor - Water	Richard Green	Y		Not less than 12 months
HSEQ & Sustainability Manager	Edward Knight	Y	Y	Not less than 12 months



## Schedule 7 Parent Company Guarantee

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2411 AMD 2024.038 Schedule 7 Service Stream - Program Stream 1 Parent Company Guarantee - Change of Registered Address (effective 25 November 2024)

## Schedule 7

### Parent Company Guarantee

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#### Parties

**South East Water Corporation** (ABN 89 066 902 547) (**South East Water**)

**Service Stream Maintenance Pty Ltd** (ACN 081 540 847) of Level 5, 655 Collins Street, Docklands VIC 3008 (**Industry Partner**)

**Service Stream Holdings Pty Ltd** ACN 008 027 978 of Level 5, 655 Collins Street, Docklands VIC 3008 (**Guarantor**)

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#### Background

- A. The Industry Partner has been engaged to undertake or arrange the undertaking of maintenance services in accordance with the Contract for South East Water.
- B. At the request of and in consideration of South East Water agreeing to enter into the Contract, the Guarantor has agreed to guarantee and indemnify the performance of the Industry Partner under the Contract subject to the terms of this Deed.

#### Operative provisions

##### 1. Definitions and interpretation

###### 1.1 Definitions

Unless the contrary intention appears:

**Business Day** means any day on which banks are open for business in Perth excluding Saturdays and Sundays;

**Contract** means the agreement entitled 'Maintenance Services Agreement - Program Stream 1: Water Civil, Sewer Civil, and Sewer Cleaning' dated on or about the date of this Deed made between South East Water and the Industry Partner;

**Dispute** means any mediation, arbitration or legal procedure which is conducted for purposes connected to settling or resolving (or attempting to settle or resolve) any dispute arising under or in connection with the Contract;

**Governmental Agency** means any government, or any government or semi-government entity, administrative, fiscal or judicial body, authority or agency, body politic (but

South East Water Corporation  
ABN 89 066 902 547

[www.southeastwater.com.au](http://www.southeastwater.com.au)

excluding any political party), government department, local government council or statutory authority and includes the State of Victoria and the Commonwealth;



**Guaranteed Obligations** means all of the obligations, liabilities and covenants of the Industry Partner in favour of, or for the benefit of, South East Water (whether liquidated or not, whether contingent or presently accrued, whether relating to the payment of money or the performance or omission of any act or thing, whether arising from variations to the Contract, and whether or not made with the approval or knowledge of the Guarantor) that are now in existence, or may hereafter come into existence, under or in connection with the Contract;

**Insolvency Event** means the occurrence of any of the following events:

- (a) the Guarantor or the Industry Partner informs South East Water in writing or creditors generally that the Guarantor or the Industry Partner is insolvent;
- (b) a meeting of creditors of the Guarantor or the Industry Partner is called with a view to:
- (c) entering a scheme of arrangement or composition with creditors; or
- (d) placing the Guarantor or the Industry Partner under official management;
- (e) the Guarantor or the Industry Partner enters a scheme of arrangement or composition with creditors;
- (f) a resolution is passed at a meeting of creditors to place the Guarantor or the Industry Partner under official management;
- (g) the Guarantor or the Industry Partner are placed under official management;
- (h) a liquidator, receiver or receiver and manager of the property or part of the property of the Guarantor or the Industry Partner is appointed;
- (i) an application is made to a court for the winding up of the Guarantor or the Industry Partner and not stayed within seven days;
- (j) a winding up order is made in respect of the Guarantor or the Industry Partner;
- (k) a resolution is passed for the winding up or dissolution of the Guarantor or the Industry Partner or for the appointment of an official manager or administrator to the Guarantor or the Industry Partner;
- (l) the Guarantor or the Industry Partner takes any step to obtain protection from its creditors under any applicable laws or an administrator is appointed to the Guarantor or the Industry Partner;
- (m) the Guarantor or the Industry Partner become insolvent under administration as defined in section 9 of the Corporations Act 2001 (Cth) or action is taken which could result in that event;
- (n) an execution or any other process of any court or authority is issued or levied against the Guarantor or the Industry Partner or upon any property of the Guarantor or the Industry Partner and that execution or other process is not satisfied, stayed, discontinued or withdrawn within seven days;
- (o) the Guarantor or the Industry Partner suspends payment generally or ceases or threatens to cease to carry on business or is, or states that it is, unable to

pay its debts as they fall due or is taken to fail to comply with a statutory demand in accordance with section 459F of the Corporations Act 2001;

- (p) there is any material change in the operation, business, assets, management, ownership or control of the Guarantor or the Industry Partner, or any other event or circumstance occurs or comes into existence which, in the opinion of South East Water, would have a material adverse effect on the ability or willingness of the Guarantor or the Industry Partner to perform its obligations under the Contract;
- (q) the Guarantor or the Industry Partner is, or make a statement from which it may be reasonably deduced that the Guarantor or the Industry Partner is, the subject of an event described in section 459C(2)(b) of the Corporations Act 2001;
- (r) under the provisions of Part 3 of the Australian Securities and Investments Commission Act 2001 (Cth) (or the corresponding provisions of any similar enactment in any place), an investigation of the affairs of the Guarantor or the Industry Partner is commenced; or
- (s) anything occurs which is analogous or has a substantially similar effect to any of the events specified above;

**Law** includes any statute, ordinance, regulation, rule, by-law or other statutory instrument or code of principles of law established by the decisions of courts; and

**Tax** means any tax, levy, charge, impost, duty or withholding which is levied or imposed by any Governmental Agency, together with interest, penalties, charges, fees and other amounts (if any) imposed or made on or in respect of the foregoing.

## 1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) clause and subclause headings are for reference purposes only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) reference to a person includes any other entity recognised by law and vice versa;
- (e) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (f) any reference to a party to this document includes its successors and permitted assigns;
- (g) any reference to any agreement or document includes that agreement or document as amended at any time;
- (h) the use of the word includes or including is not to be taken as limiting the meaning of the words preceding it;



- (i) the expression at any time includes reference to past, present and future time and the performance of any action from time to time;
- (j) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally; and
- (k) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally.

## 2. Guarantee

- (a) The Guarantor unconditionally and irrevocably guarantees to South East Water the proper and timely performance by the Industry Partner of the Guaranteed Obligations.
- (b) If:
  - (i) the Industry Partner does not perform in a proper and timely manner the whole or any part of the Guaranteed Obligations; or
  - (ii) the Industry Partner is the subject of an Insolvency Event,
 then, on demand being made by South East Water, the Guarantor must perform the Guaranteed Obligations as if it was the principal obligor. South East Water may demand performance from the Guarantor at any time and from time to time and irrespective of whether the Guaranteed Obligations have been demanded from the Industry Partner.

## 3. Indemnity

- (a) The Guarantor (as principal indemnifier and not as a surety and as a separate and additional obligation under this Deed) unconditionally and irrevocably indemnifies South East Water against all losses, damages, costs and expenses which South East Water may suffer or incur as a result of the Industry Partner or the Guarantor or both failing to promptly perform the Guaranteed Obligations.
- (b) The Guarantor (as principal indemnifier and not as a surety and as a separate and additional obligation under this Deed) unconditionally and irrevocably indemnifies South East Water against all losses, damages, costs and expenses which South East Water may suffer or incur as a result of any one or more of:
  - (i) any of the Guaranteed Obligations being void, voidable, invalid, illegal or otherwise unenforceable for any reason, whether or not South East Water knew or ought to have known of that reason;
  - (ii) the Guarantor or the Industry Partner being the subject of an Insolvency Event;
  - (iii) any of the Guaranteed Obligations being disclaimed by a liquidator or trustee in bankruptcy, in whole or in part;

- (iv) any amount paid by the Industry Partner or the Guarantor under the Contract or this Deed being required to be repaid by South East Water under any law relating to insolvency, legal limitation, disability or incapacity; or
- (v) the liability of the Industry Partner or the Guarantor under this Deed being void, voidable, invalid, illegal or otherwise unenforceable for any reason, whether or not South East Water knew or ought to have known of that reason.
- (c) South East Water may demand payment from the Guarantor under this clause 3 at any time and from time to time irrespective of whether payment has been demanded from the Industry Partner.
- (d) If an amount payable by the Guarantor under this Deed is not expressed to be payable on a specified date or is expressed to be payable "on demand", the amount is payable within 10 Business Days following a written demand made by South East Water on the Guarantor.

#### **4. Protection of South East Water's rights**

- (a) South East Water's rights and the Guarantor's obligations under this Deed will not be affected or avoided by any act, matter or thing which would or might but for this clause 4(a) release the Guarantor from its obligations under this Deed whether in whole or in part, including, but not limited to:
  - (i) any time or indulgence granted to the Industry Partner or the Guarantor;
  - (ii) the waiver or consent of South East Water in respect of any provision of the Contract or any other document relating to the Contract;
  - (iii) any change in the status, function, control or ownership of the Industry Partner or the Guarantor;
  - (iv) any variation or modification of any provision of the Contract;
  - (v) any variation or modification of any right of South East Water in respect of the Industry Partner, the Guarantor or any other person;
  - (vi) any moratorium or other suspension of any right of South East Water against the Industry Partner, the Guarantor or any other person under the Contract or other agreement;
  - (vii) any failure to give effective notice to the Industry Partner, the Guarantor or any other person of any default under the Contract or any other agreement;
  - (viii) any amount in relation to the Guaranteed Obligations being irrecoverable for any reason;
  - (ix) any increase in the amount of the Guaranteed Obligations;



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- (x) any prejudice to the Industry Partner, the Guarantor or any other person as a result of any thing done, or omitted by South East Water or other person, or any failure or neglect by South East Water or other person to recover any amount in relation to the Guaranteed Obligations or any other thing;
  - (xi) any Law or decision of any court which but for this provision may prejudice the obligations of the Guarantor under this Deed;
  - (xii) any act, omission or delay on behalf of South East Water or any other person;
  - (xiii) invalidity or irregularity in the execution of this Deed by the Guarantor or any deficiency in the powers of the Guarantor to enter into or perform its obligations under this Deed;
  - (xiv) the Guaranteed Obligations being void, voidable, invalid, illegal or otherwise unenforceable;
  - (xv) the Contract being void, voidable, invalid, illegal or otherwise unenforceable in whole or in part;
  - (xvi) the Industry Partner being the subject of an Insolvency Event;
  - (xvii) the Guarantor being the subject of an Insolvency Event;
  - (xviii) South East Water taking any collateral or other security over or in respect of the Guaranteed Obligations or any covenant in this Deed;
  - (xix) any assignment, novation, assumption or transfer of, or other dealing with, any rights or obligations under the Contract or any other agreement;
  - (xx) the release of the Industry Partner, the Guarantor or any other person from the Contract by operation of law;
  - (xxi) the termination, rescission or repudiation of the Contract by any person; and
  - (xxii) the occurrence of anything which is analogous or has a substantially similar effect to any of the events specified above.
- (b) Clause 4(a) applies irrespective of the consent or knowledge, or lack of consent or knowledge, of South East Water, the Industry Partner, the Guarantor or any other person of any event described in clause 4(a).
  - (c) South East Water will be under no obligation to marshal or appropriate in favour of the Guarantor or to exercise, apply or recover any guarantee, indemnity, security interest or other encumbrance now or in the future held by it or any of the funds or assets that it may be entitled to receive or have a claim upon.
  - (d) This Deed is in addition to and does not merge with, postpone, lessen or otherwise prejudicially affect any other guarantee, indemnity, security interest

or other encumbrance, or any other right or remedy to which South East Water is entitled.

- (e) South East Water will hold any judgement or order obtained by it against any person in respect of the Guaranteed Obligations collaterally with this Deed which will not merge in that judgement or order.

**5. Representations, warranties and undertakings**

The Guarantor represents, warrant and undertakes to South East Water that at all times:

- (a) the Guarantor benefits from entering into this Deed;
- (b) the Guarantor is duly incorporated and has sufficient capacity to enter into and perform its obligations under this Deed and to carry out the transactions contemplated by this Deed;
- (c) the Guarantor's obligations under this Deed will not contravene any Law affecting the Guarantor, its memorandum and constitution or other constituent documents, or any encumbrance or agreement which is binding upon it or any of its assets;
- (d) the Guarantor has in full force and effect the authorisations necessary to enter into this Deed, observe its obligations under this Deed and allow this Deed to be enforced;
- (e) neither the Guarantor or the Industry Partner are the subject of an Insolvency Event or will become the subject of an Insolvency Event by entering into or performing their obligations under this Deed;
- (f) the Industry Partner has (and the Guarantor must continue to ensure that the Industry Partner has) adequate and sufficient resources of whatever nature (and whether financial, managerial or otherwise) to undertake the Guaranteed Obligations in accordance with the terms of the Contract;
- (g) the Guarantor has sufficient financial resources to undertake the Guaranteed Obligations in accordance with the terms of the Contract;
- (h) the Guarantor's obligations under this Deed are valid and binding and enforceable against the Guarantor in accordance with their terms;
- (i) the Guarantor does not, nor do any its assets, enjoy immunity from suit or execution;
- (j) the Guarantor enters into this Deed in its own right and not as a trustee of a trust;
- (k) the Guarantor has not entered into this Deed on reliance on any representation or warranty of South East Water; and
- (l) the Guarantor's obligations under this Deed rank at least equally and rateably with all its other unsecured obligations except for obligations mandatorily preferred by law or arising in equity.



## 6. Suspension of Guarantor's rights

Until:

- (a) all of the Guaranteed Obligations and all moneys owing by the Guarantor (contingently or otherwise) have been irrevocably paid or discharged in full; and
- (b) all provisions of this Deed have been fulfilled to the reasonable satisfaction of South East Water,
- (c) the Guarantor is not entitled to and must not attempt to (without the prior written consent of South East Water);
- (d) claim a set off or counterclaim, either on the Guarantor's behalf or on the Industry Partner's behalf, against South East Water;
- (e) make a claim against the Industry Partner or any subsidiary, co-surety or co-indemnifier of the Industry Partner;
- (f) claim the benefit of or participate in any collateral security held by South East Water at any time in respect of the Guaranteed Obligations (and the Guarantor acknowledges that South East Water is entitled to enforce or release any collateral security as it sees fit and South East Water is not obliged to account to the Guarantor for any loss suffered by the Guarantor as a result of South East Water releasing or enforcing any collateral security in any particular manner);
- (g) acquire or permit to exist in its favour any mortgage, charge or guarantee from the Industry Partner other than those to which South East Water has expressly consented in writing or which arise by operation of law or equity; or
- (h) if an Insolvency Event occurs in respect of the Industry Partner, prove for or claim a debt in competition with South East Water to the extent that it may diminish any payment which South East Water may be entitled to receive as a result of the Insolvency Event.

This clause 6 survives any termination, completion or expiration of this Deed.

## 7. Payments

- (a) Any money received by South East Water in satisfaction of the Guaranteed Obligations must be a payment in gross and will be applied to reduce the Guaranteed Obligations as and when South East Water sees fit to do so.
- (b) Any amount which the Guarantor is liable to pay a third party as a result of any failure by the Industry Partner to perform the Guaranteed Obligations will not be regarded as being part of the payment for the Guaranteed Obligations.
- (c) Any payment under this Deed must be without set off or counterclaim or any deduction or withholding for Tax or any other amount.
- (d) If any payment is subsequently avoided, conceded to be compromised as being void under an Insolvency Event, or repaid or repayable under any law relating to insolvency or the protection of creditors:

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- (i) the payment is deemed not to have discharged the Guarantor's liability to make payment under this Deed; and
- (ii) the Guarantor will as soon as reasonably practicable do all things (including the signing of documents) reasonably required by South East Water to restore South East Water the full benefit of this Deed to which it was entitled immediately prior to such payment.
- (e) Any payment under this Deed must be in immediately available funds in Australian currency and made in the manner notified by South East Water to the Guarantor.

#### **8. Continuing security**

Each guarantee and indemnity contained in this Deed constitutes a continuing obligation of the Guarantor regardless of any settlement of account, intervening payment, express or implied revocation or any other matter or thing until the Guaranteed Obligations have been irrevocably discharged in full, and the Industry Partner does not have (or in the future could have) any actual or contingent liability to South East Water arising out of the Guaranteed Obligations not being performed, observed or fulfilled.

#### **9. Proof of outstanding guaranteed amounts**

A certificate signed by South East Water, its solicitors, any director, secretary or other authorised officer or agent of South East Water:

- (a) stating that a specified amount is owing under this Deed; or
- (b) containing a statement relevant to any of the rights of South East Water under this Deed, is prima facie evidence of the amount or statement in that certificate and is admissible by South East Water in any proceedings.

#### **10. Discharge**

- (a) Any discharge or release of the Guarantor's obligations under this Deed is only effective if it is in writing and executed by South East Water.
- (b) Any discharge given under clause 10(a) is subject to clause 7(d).

#### **11. Interest**

The Guarantor must pay interest to South East Water on any amount payable by the Guarantor to South East Water under this Deed from the time that amount is payable until the date that amount is paid to South East Water at the rate payable under the Contract.

#### **12. Assignment and benefit**

- (a) The Guarantor must not assign, novate or otherwise deal with its rights and obligations under this Deed without the written consent of South East Water.
- (b) South East Water must not transfer or assign this Deed or any right or benefit under this Deed without the prior written consent of the Guarantor or the Industry Partner.



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### 13. Disputes

The Guarantor hereby consents to being joined in any Dispute between South East Water and the Industry Partner and agrees that it will be bound by the settlement or resolution of any such Dispute to which it is joined.

### 14. Information

The Guarantor must provide to South East Water upon reasonable request any information in the possession or under the control of the Guarantor which is relevant to this Deed, including any information relating to the business, property or financial position of the Industry Partner.

### 15. Notices

- (a) Without prejudice to any other means of giving notice, any notice or other communication under or arising from this Deed must be in writing and:
- (i) sent by pre-paid mail to the address of the Guarantor or South East Water specified in this Deed;
  - (ii) delivered by hand to the address of the Guarantor or South East Water specified in this Deed or
  - (iii) sent by email to the email address of the Guarantor or South East Water specified in this Deed.

#### Principal:

Attention: Glenn Goldsmith  
101 Wells Street, Frankston VIC 3199  
Email: glenn.goldsmith@sew.com.au

#### Industry Partner:

Attention: David Zropf  
Level 5, 655 Collins Street, Docklands  
VIC 3008  
Email: David.Zropf@servicestream.com.au

#### Guarantor:

Attention: Chris Chapman  
Level 5, 655 Collins Street, Docklands  
VIC 3008  
Email: chris.chapman@servicestream.com.au

- (b) If the Guarantor or South East Water notifies a party of another address or email address, that address or email address applies for the purpose of clause 15(a).

- (c) A notice will be deemed to be duly received:
  - (i) if sent by pre-paid post, three days (if posted within Australia to an address in Australia) or seven days (if posted from one country to another) after the date of posting;
  - (ii) if sent by hand, when left at the address of the recipient; or
  - (iii) if sent by email, when the sender receives an automated message confirming delivery or four hours after the email is sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message within 4 hours of sending the email that the email has not been delivered.

**16. Remedies not exclusive**

The remedies, powers and rights created under this Deed are cumulative with and are not exclusive of remedies, powers and rights created by law independently of this Deed.

**17. Moratorium legislation**

A moratorium does not apply to this Deed or the recovery of any amount in relation to or the performance of the Guaranteed Obligations except if:

- (a) South East Water agrees in writing that it does; or
- (b) it cannot be excluded.

**18. Costs**

The Guarantor must reimburse South East Water and keep South East Water indemnified against all reasonable expenses (including legal costs and expenses and any professional consultant's fees) incurred by South East Water in connection with the enforcement or preservation of any rights under this Deed.

**19. Stamp duty**

Any stamp duty or similar documentary tax payable in respect of this Deed must be paid by the Guarantor.

**20. Variation and waiver**

Any variation or amendment to any term of this Deed will only be effective if it is made in writing and signed by each party. Any waiver, consent or approval given in relation to any term of this Deed will only be effective if it is given in writing.

**21. Severability of provisions**

Any provision of this Deed which is illegal, void or unenforceable will be ineffective to the extent only of the illegality, voidness or unenforceability without invalidating the remaining provisions of this Deed.

**22. Limitation of liability**

- (a) Subject to clause 22(b) below, but notwithstanding any other provision of this Deed the liability of the Guarantor to South East Water under or in connection with this Deed (whether that liability arises under a specific provision of this Deed, for breach of contract, negligence or otherwise) is no greater than the liability of the Industry Partner to South East Water under or in connection with the Contract.



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- (b) The limitation of the Guarantor under clause 22(a) does not apply to liability incurred by the Guarantor under clause 18 (Costs) of this Deed.

**23. Successors and permitted assigns**

References in this Deed to South East Water, Industry Partner and Guarantor are taken to include their respective successors and permitted (in accordance with the terms of the Contract) assigns.

**24. Counterparts**

This Deed may be executed in a number of counterparts, all of which taken together will be deemed to constitute one and the same document.

**25. Attorneys**

Each attorney executing this Deed states that the attorney has no notice of the revocation of that attorney's power of attorney.

**26. Governing law**

This Deed is governed by the Law in force in the State of Victoria. The Guarantor submits to the jurisdiction of the courts of the State of Victoria and all competent courts hearing appeals from them.

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### **Signing page**

Executed as a Deed.

Dated

**Executed by**

**South East Water Corporation** (ABN 89 066 902 547)

by being signed sealed and delivered in Victoria by its Attorney **LARA OLSEN** who holds the position of **MANAGING DIRECTOR** under the Power of Attorney dated 03/08/2018

in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of attorney

\_\_\_\_\_  
Name of witness (please print)

\_\_\_\_\_  
Name of attorney (please print)

**Signed by**

**Service Stream Maintenance Pty Ltd**  
**ACN 081 540 847**

in accordance with section 127 of the *Corporations Act 2001* by a director and secretary/director:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name of director (please print)

\_\_\_\_\_  
Name of director/secretary (please print)

**Signed by**

**Service Stream Holdings Pty Ltd ACN 008 027 978**

in accordance with section 127 of the *Corporations Act 2001* by a director and secretary/director:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name of director (please print)

\_\_\_\_\_  
Name of director/secretary (please print)



## **Schedule 8 Standards of Retail Service - Priorities and KPIs**

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**Schedule 8****Standards of Retail Service - Priorities and KPIs**

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## Standards of Retail Service – Priorities and KPIs – Water and Sewer Services

Sewer Maintenance Services						
Priority Definition						
Possible fault or issue	Potential Consequences	Start work within:	Sewage Spill Containment within:	Rectification, restoration of flows within:	Compliance required:	Comments
<b>Priority 1: A complete failure to contain sewage within the sewer system or any problem affecting many users resulting in one or more of the effects listed.</b>						
Break, collapse, blockage or overloading of the sewerage system; failure of a pumping station.	<ul style="list-style-type: none"> <li>Personal injury or significant risk to health</li> <li>Surcharge or overflow in dry/wet weather</li> <li>Spill inside/outside a building</li> <li>Property damage, eg subsidence of critical asset such as roadways, buildings or railways</li> <li>Environmental impact, eg trade waste spill</li> <li>Missing Maintenance Hole lid.</li> </ul>	1 hr	3 hrs	Work to continue without interruption during normal working hours till complete	95% within priority (*) Compliance also relates to the additional listed KPIs.	For compliance: <ul style="list-style-type: none"> <li>- Rectification must start and workers must be on site. Waiting for plant is not considered as commencing work. (e.g. For a confirmed reticulation blockage a Jet truck must be on site as per the priority "start work within" time)</li> <li>- Clean-up to be completed prior to leaving site.</li> <li>* Avg Time to Attend Sewer Spills &amp; Blockages (mins) target still applies.</li> <li>* Avg Time Taken to Rectify Blockage (mins) target still applies.</li> <li>* Sewer Spills Contained Within Five Hours (%) target still applies.</li> <li>* Sewer Supply Customer Interruptions Restored Within 4 Hours (%) target still applies.</li> <li>* Sewer Spills Within a House not contained within an Hour (%) target still applies</li> </ul>
<b>Priority 2: A minor failure of the sewer system or any problem affecting a customer resulting in one or more of the effects listed.</b>						
Break, blockage or overloading of the sewerage system; PCB blockage.	<ul style="list-style-type: none"> <li>Blockage inside/outside a building</li> <li>Minor property damage</li> <li>Minor environmental impact</li> </ul>	2 hrs		Work to continue without interruption during normal working	95% within priority (*) Compliance also relates to the	For compliance: <ul style="list-style-type: none"> <li>- Rectification must start and workers must be on site. Waiting for plant is not considered as commencing work.</li> </ul>

Maintenance Services 2022-2027  
Standards of Retail Service – Priorities and KPIs



Sewer Maintenance Services						
Priority Definition						
Possible fault or issue	Potential Consequences	Start work within:	Sewage Spill Containment within:	Rectification, restoration of flows within:	Compliance required:	Comments
	<ul style="list-style-type: none"> <li>Damaged Maintenance Hole lid</li> </ul>			hours till complete	additional listed KPIs.	- Clean-up to be completed prior to leaving site. * Avg Time to Attend Sewer Spills & Blockages (mins) target still applies. * Avg Time Taken to Rectify Blockage (mins) target still applies. * Sewer Spills Contained Within Five Hours (%) target still applies. * Sewer Supply Customer Interruptions Restored Within 4 Hours (%) target still applies. * Sewer Spills Within a House not contained within an Hour (%) target still applies
<b>Priority 3: Not used for Sewer Maintenance Services.</b>						
<b>Priority 4: A minor failure within the sewer system or any problem affecting users resulting in one or more of the effects listed.</b>						
Cracked pipe or partial blockage of the sewer.	<ul style="list-style-type: none"> <li>Surcharge outside a building, not posing a significant health risk</li> <li>Odour complaint</li> <li>Subsidence</li> <li>Slow moving toilet flush</li> </ul>	8 hrs		Work to continue without interruption during normal working hours till complete	95% within priority	For compliance: - Rectification must start and workers must be on site. Waiting for plant is not considered as commencing work.
<b>Priority 5: A non-urgent fault, but significant in the belief of South East Water or the Customer.</b>						
Minor subsidence. Odour complaint investigation.	<ul style="list-style-type: none"> <li>No impact on the environment</li> </ul>	Investigate within 24hrs		At the same time	95% within priority	For compliance: - Investigation/ability to make safe/ Rectification must start and workers must be on site. Waiting for plant is not considered as commencing work.
<b>Priority 6: A non-urgent fault, with minimal effect on customer.</b>						



Maintenance Services 2022-2027  
Standards of Retail Service – Priorities and KPIs



Sewer Maintenance Services						
Priority Definition						
Possible fault or issue	Potential Consequences	Start work within:	Sewage Spill Containment within:	Rectification, restoration of flows within:	Compliance required:	Comments
Seepage/investigation; Maintenance Hole/sewer asset location request.		3 days			95% within priority	For compliance: - Investigation/ability to make safe/ Rectification must start and workers must be on site. Waiting for plant is not considered as commencing work.
<b>Priority 7: A non-urgent fault, with little or no customer inconvenience.</b>						
		7 days		At the same time	95% within priority	For compliance: - Investigation/ability to make safe/Rectification must start and workers must be on site. Waiting for plant is not considered as commencing work.
<b>Priority 8 (appointment): A non-urgent fault that requires the Customer to set a date and time with the Contractor.</b>						
Odour complaint; seepage/investigation; Manhole alteration / minor subsidence; access to property.		Date/ time set by customer	At the same time	3 days	98% within priority	The intent is for workers to be on site at a designated time.
<b>Priority 9: All Schedule PM Tasks are to be completed within 30 days of Award.</b>						
Scheduled PM Jobs/Tasks		n/a	n/a	30 days	98% within priority	For compliance: - Work must be completed by 'work complete' target.
<b>Priority 10: Scheduled work. South East Water to set date by which the repair/work must be completed.</b>						
Planned works; Notifiable Works; Sewer cleaning, CCTV, Inspections and Programmed Tasks			Within notified period.	Within nominated complete date	98% within priority	For compliance: - Work must be completed by 'work complete' target.
<b>Sewer Defect Repairs requiring Management of flows during duration of work</b>						
<b>Priority 7.1: Sewer Defect Repair requiring Contractor to undertake flow control responsibility within 1 hr.</b>						
Defect repair requiring Contractor to undertake flow control from a point in time.		1 hr	Service(s) maintained throughout works.	7 days	95%	For compliance: -Refer note (2) - Work must be completed by 'work complete' target.
<b>Priority 7.2: Sewer Defect Repair requiring Contractor to undertake flow control responsibility within 2 hrs.</b>						

Maintenance Services 2022-2027  
Standards of Retail Service – Priorities and KPIs



<b>Sewer Maintenance Services</b>						
<b>Priority Definition</b>						
<i>Possible fault or issue</i>	<i>Potential Consequences</i>	<i>Start work within:</i>	<i>Sewage Spill Containment within:</i>	<i>Rectification, restoration of flows within:</i>	<i>Compliance required:</i>	<i>Comments</i>
Defect repair requiring Contractor to undertake flow control from a point in time.		2 hrs	Service(s) maintained throughout works.	7 days	95%	For compliance: -Refer note (2) - Work must be completed by 'work complete' target.
<b>Priority 7.3: Sewer Defect Repair requiring Contractor to undertake flow control responsibility within 4 hrs.</b>						
Defect repair requiring Contractor to undertake flow control from a point in time.		4 hrs	Service(s) maintained throughout works.	7 days	95%	For compliance: -Refer note (2) - Work must be completed by 'work complete' target.
<b>Priority 7.4: Sewer Defect Repair requiring Contractor to undertake flow control responsibility within 8 hrs.</b>						
Defect repair requiring Contractor to undertake flow control from a point in time.		8 hrs	Service(s) maintained throughout works.	7 days	95%	For compliance: -Refer note (2) - Work must be completed by 'work complete' target.
<b>Priority 7.5: Sewer Defect Repair requiring Contractor to undertake flow control responsibility within 24 hrs.</b>						
Defect repair requiring Contractor to undertake flow control from a point in time.		24 hrs	Service(s) maintained throughout works.	7 days	95%	For compliance: -Refer note (2) - Work must be completed by 'work complete' target.
<b>Priority 7.6: Sewer Defect Repair requiring Contractor to undertake flow control responsibility within 3 days.</b>						
Defect repair requiring Contractor to undertake flow control from a point in time.		3 days	Service(s) maintained throughout works.	7 days	95%	For compliance: -Refer note (2) - Work must be completed by 'work complete' target.
<b>Priority 10.1: Sewer Defect Repair requiring Contractor to undertake flow control responsibility within 1 hr.</b>						
Defect repair requiring Contractor to undertake flow control from a point in time.		1 hr	Service(s) maintained throughout works.	As Agreed	95%	For compliance: -Refer note (2) - Work must be completed by 'work complete' target.
<b>Priority 10.2: Sewer Defect Repair requiring Contractor to undertake flow control responsibility within 2 hrs.</b>						
Defect repair requiring Contractor to undertake flow control from a point in time.		2 hrs	Service(s) maintained throughout works.	As Agreed	95%	For compliance: -Refer note (2) - Work must be completed by 'work complete' target.



Maintenance Services 2022-2027  
Standards of Retail Service – Priorities and KPIs



Sewer Maintenance Services						
Priority Definition						
Possible fault or issue	Potential Consequences	Start work within:	Sewage Spill Containment within:	Rectification, restoration of flows within:	Compliance required:	Comments
<b>Priority 10.3: Sewer Defect Repair requiring Contractor to undertake flow control responsibility within 4 hrs.</b>						
Defect repair requiring Contractor to undertake flow control from a point in time.		4 hrs	Service(s) maintained throughout works.	As Agreed	95%	For compliance: -Refer note (2) - Work must be completed by 'work complete' target.
<b>Priority 10.4: Sewer Defect Repair requiring Contractor to undertake flow control responsibility within 8 hrs.</b>						
Defect repair requiring Contractor to undertake flow control from a point in time.		8 hrs	Service(s) maintained throughout works.	As Agreed	95%	For compliance: -Refer note (2) - Work must be completed by 'work complete' target.
<b>Priority 10.5: Sewer Defect Repair requiring Contractor to undertake flow control responsibility within 24 hrs.</b>						
Defect repair requiring Contractor to undertake flow control from a point in time.		24 hrs	Service(s) maintained throughout works.	As Agreed	95%	For compliance: -Refer note (2) - Work must be completed by 'work complete' target.
<b>Priority 10.6: Sewer Defect Repair requiring Contractor to undertake flow control responsibility within 3 days.</b>						
Defect repair requiring Contractor to undertake flow control from a point in time.		3 days	Service(s) maintained throughout works.	As Agreed	95%	For compliance: -Refer note (2) - Work must be completed by 'work complete' target.

Note:

- (1) South East Water will set all work priorities. A Contractor cannot change any work priority. Any changes to work priorities will be made by South East Water and at South East Water's sole discretion.
- (2) Start work is achieved when the Contractor has arrived on site and the sewer network flow control requirements determined. Flow control remains the Contractor's responsibility until work complete. Once the Sewer defect repair has commenced, work is to continue without interruption during normal working hours till complete.
- (3) South East Water Customer Charter Notification and Property Access Obligations apply.

Maintenance Services 2022-2027  
Standards of Retail Service – Priorities and KPIs



Water Maintenance Services						
Priority Definition						
Possible issue or issue	Potential Consequences	Start work within:	Restore service within:	Reinstate surface within:	Compliance required:	Comments
<b>Priority 1: A complete failure to maintain continuity or quality of supply to a group of customers or to a critical user at a critical time.</b>						
Water main break; valve failure; broken hydrant, or burst large service.	<ul style="list-style-type: none"> <li>Loss of supply</li> <li>Major property damage</li> <li>Large volume of water being wasted</li> <li>Personal injury or risk to public health</li> <li>Major environmental impact</li> </ul>	1 hr	5 hrs (water off to water on)	At time of repair	95% within priority (*) Compliance also relates to the additional listed KPIs.	For compliance: - Repair must start and workers must be on site. Waiting for machinery or not turning the water off is not considered as commencing work. Once work has commenced, work is to continue until repair complete. * Avg Time to Attend Bursts & Leaks ESC Priority 1 (mins) Target still applies. * Avg Time to Rectify Bursts & Leaks ESC Priority 1 (mins) target still applies * Unplanned Interruptions Restored Within 5 Hours (%) target still applies * Avg Duration of Unplanned Interruptions (mins) target still applies
<b>Priority 2: Not used for Water Maintenance Services.</b>						
<b>Priority 3: A complete failure to maintain continuity or quality of supply to a group of customers or to a critical user at a critical time.</b>						
Water main break; valve failure; broken hydrant or Burst Service.	<ul style="list-style-type: none"> <li>Loss of supply</li> <li>Property damage</li> <li>Large volume of water being wasted</li> <li>Environmental impact</li> <li>Burst service</li> </ul>	3 hrs	5 hrs (water off to water on)	At time of repair	95% within priority (*) Compliance also relates to the additional listed KPIs.	For compliance: - Repair must start and workers must be on site. Waiting for machinery or not turning the water off is not considered as commencing work. Once work has commenced, work is to continue until repair complete. * Avg Time to Attend Bursts & Leaks ESC Priority 2 (mins) Target still applies. * Avg Time to Rectify Bursts & Leaks ESC Priority 2 (mins) target still applies



Maintenance Services 2022-2027  
Standards of Retail Service – Priorities and KPIs



Water Maintenance Services						
Priority Definition						
Possible issue or issue	Potential Consequences	Start work within:	Restore service within:	Reinstate surface within:	Compliance required:	Comments
						* Unplanned Interruptions Restored Within 5 Hours (%) target still applies * Avg Duration of Unplanned Interruptions (mins) target still applies
<b>Priority 4: A partial failure to maintain continuity or quality of supply to a group of customers or to a critical user at a non-critical time.</b>						
Leaking water main, valve or hydrant; Leaking tapping; partial valve failure; or flushing of water main for water quality complaint	<ul style="list-style-type: none"> <li>Minor property damage</li> <li>Minor environmental impact</li> <li>Significant customer impact</li> </ul>	8 hrs	5 hrs (water off to water on)	At time of repair	95% within priority (*) Compliance also relates to the additional listed KPIs.	For compliance: - Repair must start and workers must be on site. Waiting for machinery or not turning the water off is not considered as commencing work. Once work has commenced, work is to continue until repair complete. * Avg Time to Attend Bursts & Leaks ESC Priority 2 (mins) Target still applies. * Avg Time to Rectify Bursts & Leaks ESC Priority 2 (mins) target still applies * Unplanned Interruptions Restored Within 5 Hours (%) target still applies * Avg Duration of Unplanned Interruptions (mins) target still applies
<b>Priority 5: A non-urgent fault, but significant in the belief of the customer or South East Water.</b>						
Leaking stop tap creating a major issue; poor pressure complaint; or flushing of water main for water quality complaint		24 hrs	At the same time	At time of repair	95% within priority (*) Compliance also relates to the additional listed KPIs.	For compliance: - Repair must start and workers must be on site. Waiting for machinery or not turning the water off is not considered as commencing work. Once work has commenced, work is to continue until repair complete. * Avg Time to Attend Bursts & Leaks ESC Priority 3 (mins) Target still applies.

Maintenance Services 2022-2027  
Standards of Retail Service – Priorities and KPIs



Water Maintenance Services						
Priority Definition						
Possible issue or issue	Potential Consequences	Start work within:	Restore service within:	Reinstate surface within:	Compliance required:	Comments
						* Avg Time to Rectify Bursts & Leaks ESC Priority 3 (mins) target still applies * Unplanned Interruptions Restored Within 5 Hours (%) target still applies * Avg Duration of Unplanned Interruptions (mins) target still applies
<b>Priority 6: A non-urgent fault, with minimal effect on customers or the environment.</b>						
Leaks from a water main, valve or hydrant; partial failure of connections.	<ul style="list-style-type: none"> <li>Minimal or no impact on the environment</li> </ul>	3 days	At the same time	At time of repair, or within 7 days	95% within priority (*) Compliance also relates to the additional listed KPIs.	For compliance: - Repair must start and workers must be on site. Waiting for machinery or not turning the water off is not considered as commencing work. - Must notify customers(s) if reinstatement not completed at time of repair. * Avg Time to Attend Bursts & Leaks ESC Priority 3 (mins) Target still applies. * Avg Time to Rectify Bursts & Leaks ESC Priority 3 (mins) target still applies * Unplanned Interruptions Restored Within 5 Hours (%) target still applies * Avg Duration of Unplanned Interruptions (mins) target still applies
<b>Priority 7: A non-urgent fault, with little or no customer inconvenience.</b>						
Leaking stop tap; Leaks from a water main, valve or hydrant		7 days	At the same time		95% within priority (*) Compliance also relates to the	For compliance: - Repair must start and workers must be on site. Waiting for machinery or not turning the water off is not considered as commencing work.



Maintenance Services 2022-2027  
Standards of Retail Service – Priorities and KPIs



Water Maintenance Services						
Priority Definition						
Possible issue or issue	Potential Consequences	Start work within:	Restore service within:	Reinstate surface within:	Compliance required:	Comments
					additional listed KPIs.	* Avg Time to Attend Bursts & Leaks ESC Priority 3 (mins) Target still applies. * Avg Time to Rectify Bursts & Leaks ESC Priority 3 (mins) target still applies * Unplanned Interruptions Restored Within 5 Hours (%) target still applies * Avg Duration of Unplanned Interruptions (mins) target still applies
<b>Priority 8 (appointment): A non-urgent fault that requires the Customer to set a date and time with the Contractor.</b>						
Water quality complaint; leaking stop tap; poor pressure complaint; or access to meter.		Date/ time set by customer / South East Water	At the same time	3 days	98%	For compliance: - Repair must start and workers must be on site. Waiting for machinery or not turning the water off is not considered as commencing work.
<b>Priority 9: All Schedule PM Tasks are to be completed within 30 days of Award.</b>						
Scheduled PM Jobs/Tasks		n/a	Within notified interruption period (must be ≤ 7 hrs)	30 days	98% within priority (*) Compliance also relates to the additional listed KPIs.	For compliance: * Work must be completed within nominated date set by South East Water's Representative. * Avg Duration of Planned Interruptions (mins) target still applies * Planned WSIs Restored Within Notification (%) Target still applies.
<b>Priority 10: Scheduled work. South East Water to set date by which the repair/work must be completed.</b>						
Notified Works; Water Main alteration; Replacement or installation of valves, hydrants, raising or lowering hydrants.		n/a	Within notified interruption period (must be ≤ 7 hrs)	Within nominated complete date	98% within priority (*) Compliance also relates to the additional listed KPIs.	For compliance: * Work must be completed within nominated date set by South East Water's Representative. * Avg Duration of Planned Interruptions (mins) target still applies

Maintenance Services 2022-2027  
Standards of Retail Service – Priorities and KPIs



Water Maintenance Services						
Priority Definition						
Possible issue or issue	Potential Consequences	Start work within:	Restore service within:	Reinstate surface within:	Compliance required:	Comments
						* Planned WSIs Restored Within Notification (%) Target still applies.
<b>Leak inspection: All reported leaks recorded on South East Water's Works Management system are to be inspected within 18 hours.</b>						
					95% within priority	

Note:

- (1) South East Water will set all work priorities. A Contractor cannot change any work priority. Any changes to work priorities will be made by South East Water and at South East Water's sole discretion.
- (2) South East Water Customer Charter Notification and Property Access Obligations apply.
- (3) Standard of Retail Service Priorities and KPIs will be reviewed annually and subject to change based on South East Water's corporate objectives and regulatory requirements. I.e. Essential Services Commission and Environmental Protection Authority.



## Schedule 9 Local Jobs First Schedule

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## Schedule 9

### Local Jobs First Schedule

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#### 1. Definitions

##### In this Schedule:

**Agency** means the organisation with which the Supplier has entered into this Agreement.

**Agreement** means this Agreement or Purchase Order Contract (as relevant)

**Apprentice** means a person whom an employer has undertaken to train under a Training Contract.

**Cadets** means those persons enrolled in a recognised tertiary level organisation and who receive structured learning opportunities as part of their engagement to a Local Jobs First project (e.g. cadets in architecture, quantity surveying, or engineering) but which is not under a Training Contract.

**Contract Manager** means the person (however described) appointed by the Agency as its representative for all communication and liaison with the Supplier for the purposes of this Agreement.

**Department** has the meaning given in s 3(1) the *Local Jobs First Act 2003*.

**Guidelines** means Local Jobs First Supplier Guidelines, available at [www.localjobsfirst.vic.gov.au](http://www.localjobsfirst.vic.gov.au).

**ICN Analytics** is a cloud based secure online platform that enables the collection, analysis and reporting of local content and jobs data, including supply chain monitoring and reporting.

**Industry Capability Network (Victoria)** means Industry Capability Network (Victoria) Limited of Level 11, 10 Queens Road, Melbourne VIC 3004 ACN 007 058 120.

**LIDP** means the Local Industry Development Plan set out in Attachment 1 to this Schedule.

**LIDP Monitoring Table** means the table included at Attachment 2 to this Schedule.

**Local Content** has the meaning given in s 3(1) of the *Local Jobs First Act 2003*.

**Local Jobs First Commissioner** means the person appointed under s 12 of the *Local Jobs First Act 2003*.

**Local Jobs First Policy** means the policy of the Victorian Government made under s 4 of the *Local Jobs First Act 2003*.

**Notice** means a notice given, delivered or served in accordance with this Agreement.

**Practical Completion** means:



- (a) Practical Completion as defined in the main body of this Agreement; or
- (b) If not defined in the main body of this Agreement it means when the Supplier has completed the delivery of the goods and/or services to be provided under this Agreement (excluding administrative or regulatory obligations remaining to be fulfilled); or
- (c) In any case, such other reporting dates for the purposes of clause 2.3(d) of this Schedule as notified by the Agency.

**Responsible Minister** means the Minister with responsibility for administering the *Local Jobs First Act 2003*.

**Supplier** means the person or entity (however described) providing the goods and services under this Agreement.

**Trainee** means a person (other than an Apprentice) employed under a Training Contract.

**Training Contract** has the meaning given in the *Education and Training Reform Act 2006*.

## 2. Local Jobs First Policy

### 2.1 Local Industry Development Plan

- (a) The Supplier must, in performing its obligations under this Agreement:
  - (i) comply with the LIDP;
  - (ii) perform all obligations required to be performed under the LIDP by the due date for performance; and
  - (iii) comply with the Local Jobs First Policy.
- (b) The Supplier acknowledges and agrees that its obligations as set out in the LIDP apply during the term of this Agreement, any extensions to the term and until all of its Reporting obligations as set out in clause 2.3 of this Schedule are fulfilled.
- (c) The Supplier's failure to comply with this clause 2.1 will constitute a material breach of this Agreement.

### 2.2 Revised LIDP

- (a) If at any time a variation to this Agreement is proposed which involves or effects a change in the nature of any LIDP commitments, the Supplier must prepare a revised LIDP in collaboration with and certified by Industry Capability Network (Victoria) (**Revised LIDP**).
- (b) When requested by the Contract Manager, the Supplier must provide the Revised LIDP to the Agency.
- (c) The Revised LIDP must be agreed by the parties before any variation to the Agreement can take effect unless the parties agree that a Revised LIDP is unnecessary.

- (d) Once the Revised LIDP is agreed by the parties, the Revised LIDP replaces the LIDP and forms part of this Agreement.

### **2.3 Reporting**

- (a) The Supplier must prepare and maintain records demonstrating its compliance with the LIDP.
- (b) The Supplier must provide a six monthly report demonstrating its progress towards implementing the LIDP in the form of the LIDP Monitoring Table.
- (c) If the Agreement is for a project valued at \$20 million or more, the Supplier must use the ICN Analytics for LJF monitoring and reporting.
- (d) Prior to or at Practical Completion pursuant to clause 1 of this Schedule, the Supplier must provide to the Contract Manager:
  - (i) the LIDP Monitoring Table identifying LIDP commitments and actual achievements. The LIDP Monitoring Table must identify and explain any departures from the LIDP Commitments and the aggregated outcomes as reported in the LIDP Monitoring Table; and
  - (ii) a Statutory Declaration in the form set out in Attachment 3 to this Schedule to confirm that the information contained in the LIDP Monitoring Table is true and accurate. The Statutory Declaration must be made by a director of the Supplier or the Supplier's Chief Executive Officer or Chief Financial Officer.
- (e) At the request of the Contract Manager, the Supplier must provide further information or explanation of any differences between expected and achieved LIDP outcomes.
- (f) The reporting obligations in this Schedule are in addition to and do not derogate from any other reporting obligations as set out in this Agreement.

### **2.4 Verification of Supplier's compliance with LIDP Plan**

- (a) The Supplier agrees that each of the Agency and the Department will have the right to inspect its records in order to verify compliance with the LIDP.
- (b) The Supplier must:
  - (i) permit the Contract Manager, an accountant or auditor on behalf of the Agency or the Department, or any other person authorised by the Agency or the Department, from time to time during ordinary business hours and upon Notice, to inspect and verify all records maintained by the Supplier for the purposes of this Agreement;
  - (ii) permit the Agency or the Department from time to time to undertake a review of the Supplier's performance in accordance with the LIDP; and



- (iii) ensure that its employees, agents and subcontractors give all reasonable assistance to any person authorised by the Agency or the Department to undertake such audit or inspection.
- (c) The Supplier acknowledges and agrees that the Agency, the Department, the Agency's and Department's duly authorised representatives and Industry Capability Network (Victoria) are authorised to obtain information from any relevant persons, firms or corporations, including third parties, regarding the Supplier's compliance with the LIDP.
- (d) The obligations set out in this clause 2.4 are in addition to and do not derogate from any other obligation under this Agreement.

## 2.5 Use of information

The Supplier acknowledges and agrees that:

- (a) Industry Capability Network (Victoria) will assess the Supplier's performance against the LIDP;
- (b) the statistical information contained in the LIDP and the measures of the Supplier's compliance with the LIDP as reported in the LIDP Monitoring Table will be:
  - (i) included in the Agency's report of operations under Part 7 of the *Financial Management Act 1994* in respect of the Agency's compliance with the Local Jobs First Policy in the financial year to which the report of operations relates;
  - (ii) provided to the Responsible Minister for inclusion in the Responsible Minister's report to the Parliament for each financial year on the compliance and performance of the LIDP during that year; and
  - (iii) may be disclosed in the circumstances authorised or permitted under the terms of this Agreement or as otherwise required by Law.

## 3. Subcontracting

- (a) The Supplier must ensure that any subcontracts entered into by the Supplier in relation to work under this Agreement contain clauses requiring subcontractors:
  - (i) to comply with the Local Jobs First Policy and the LIDP to the extent that it applies to work performed under the subcontract;
  - (ii) to provide necessary information that allows the Supplier to comply with its reporting obligations under clause 2.3 of this Schedule; and
  - (iii) to permit the Agency and the Department to exercise their inspection and verification rights under clause 2.4 of this Schedule.

- (b) The subcontracting obligations set out in this clause 3 are in addition to and do not derogate from any other obligations under this Agreement.
- (c) The Supplier's failure to comply with this clause 3 will constitute a material breach of this Agreement.

#### 4. Local Jobs First Commissioner

- (a) The Supplier acknowledges that:
  - (i) it is required to comply with any information notice issued to it by the Local Jobs First Commissioner in accordance with s 24 of the *Local Jobs First Act 2003*;
  - (ii) it is required to comply with any compliance notice issued to it by the Local Jobs First Commissioner in accordance with s 26 of the *Local Jobs First Act 2003*;
  - (iii) its failure to comply with the compliance notice referred to in this clause 4(a) may result in the issue of an adverse publicity notice by the Responsible Minister under s 29 of the *Local Jobs First Act 2003*; and
  - (iv) the Local Jobs First Commissioner may:
    - (A) monitor and report on compliance with the Local Jobs First Policy and LIDP; and
    - (B) request the Agency to conduct an audit in relation to the Supplier's compliance with the Local Jobs First Policy and the LIDP.
- (b) The Supplier acknowledges that the Commissioner may recommend that the Agency take enforcement proceedings against the Supplier if the Supplier has failed to comply with the Local Jobs First Policy or the LIDP by:
  - (i) applying to a court to obtain an injunction; or
  - (ii) taking action available under this Agreement.



## Attachment 1 - Local Industry Development Plan

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**Attachment 1 - Local Industry Development Plan**

**Note:** The attached LIDP has been prepared in respect of both Program Stream 1 and Program Stream 2. Only those provisions of the LIDP which relate to Program Stream 1 will apply to this Agreement.



## Local Industry Development Plan – Strategic Project

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### Considerations

This document provides a template to prepare a Local Jobs First Local Industry Development Plan (LIDP). Bidders must consult with the Industry Capability Network (Victoria) Ltd (ICN) for acknowledgement of their Local Industry Development Plan.

During preparation of this document, bidders must consult with the Industry Capability Network (Victoria). Please allow sufficient time for the assistance process. ICN can be contacted on (03) 9864 6700 or at [info@icnvic.org.au](mailto:info@icnvic.org.au). Please refer to the Local Jobs First Supplier Guidelines document for more details.

**Please note, for your LIDP to receive an ICN Acknowledgement Letter, all fields of this document and all cells in the tables must be completed. If you have no information to provide, please note N/A or 0, as applicable.**



## GLOSSARY OF TERMS

The below is a summary of the Local Jobs First terms. You must ensure that you have read, understand and comply your full obligations as provided in the [Local Jobs First Policy](#) and Supplier Guidelines.

### Acronyms

ICN	Industry Capability Network
LIDP	Local Industry Development Plan
LJF	Local Jobs First Policy
MPSG	Major Project Skills Guarantee

### Definitions of Terms

**Acknowledgment Letter** – Refers to the letter received by bidders after ICN has assessed the LIDP submission for completeness and Policy compliance. This is achieved when the bidder's LIDP is submitted prior to the procuring Department and/or Agency's due date, and the employment, implementation plan and Local Content Commitment table sections being adequately completed.

**Apprentice** – Apprenticeships are undertaken under a National Training Contract between an employer and an apprentice that combines structured training with paid employment. Apprenticeships are generally at Certificate III level and above and extend across a range of trades. Apprenticeships typically have a nominal duration of three to four years and are competency based. Only work contributed by an apprentice registered with the Victorian Registration and Qualification Authority (VRQA) may be counted as contributing towards outcomes committed in a Local Industry Development Plan as they relate to the Victorian Industry Participation Policy and the Major Projects Skills Guarantee.

**Australia and New Zealand Government Procurement Agreement (ANZGPA)** – The Local Jobs First Policy recognises the Australia New Zealand Government Procurement Agreement (ANZGPA) entered into by Australian State and Federal Governments and New Zealand in 1991. The objective of ANZGPA is to maximise opportunities for competitive ANZ suppliers to supply into government procurement and to reduce costs of doing business for both government and industry and applies to all Australian and New Zealand local industry participation policies.

**Cadet** – Cadetships combine formal tertiary training with practical work experience. Cadets are individuals enrolled in a recognised Australian tertiary level organisation and who receive structured learning opportunities as part of their engagement to a Local Jobs First project (e.g. cadets in architecture, quantity surveying, and engineering). Cadetships vary in length depending on the vocation but are generally 18 months to 2 years in length. A cadetship does not fall under a National Training Contract.

**Contestable goods and services** – Goods and services in a procurement process are considered to be contestable when there are competitive international and local suppliers. Competitive means the suppliers are able to offer comparable goods or services that meet the specifications provided in the EO or tender documentation. Contestable items can be goods or services at any stage of a project, including maintenance.

**Contract Manager** – The contract manager refers to the person within the relevant Agency responsible for managing the procurement activities and the VIPP process for a particular contract.

**Deemed hours formula** – Refers to the method prescribed by the MPSG for determining a project's total estimated labour hours, based on contract value. It is the basis from which the minimum MPSG requirement is determined for each applicable project.

**Employment** – Refers to the number of actual new or retained (i.e. existing) annualised employee equivalent opportunities (jobs) to be created in Australia and New Zealand as a result of the contract.

**Note:** AEE replaces Full Time Equivalence (FTE), and is calculated by dividing the total number of ordinary working hours that an employee worked and was paid over the reporting period (including paid leave) by the total number of full-time working hours paid per annum (this is generally 38 hours per week for 52 weeks = 1976).

**Local** – The term local means all suppliers producing Victorian, Australian or New Zealand goods or services or when they have added value to imported items.

**Local Content** – The term local content covers all suppliers producing Australian or New Zealand (ANZ) goods or services or when they have added value to imported items. Under Section 3(1) of the Local Jobs First Act 2003, local content means goods that are produced by local industry, or services that are supplied by local industry or construction activities carried out by local industry.

**Local Industry** – Under Section 3(1) of the Local Jobs First Act 2003, local industry means industry and other businesses based in Australia or New Zealand.

**Local Industry Development Plan (LIDP)** – A Local Industry Development Plan is a document prepared by the supplier as part of the EO, RFP and/or tender submission for a Local Jobs First project. The LIDP details the supplier's commitment to address the LJF requirements and details the expected local content and job outcomes. An LIDP must have an ICN acknowledgement letter from the ICN to be compliant.

**Local Jobs First Commissioner** – The Local Jobs First Commissioner means the Local Jobs First Commissioner appointed under Section 12 of the Local Jobs First Act 2003.

**Local Jobs First Policy** – The Local Jobs First Policy is comprised of the Victorian Industry Participation Policy and the Major Projects Skills Guarantee.

**Major Projects Skills Guarantee** – The Major Projects Skills Guarantee is a policy that provides job opportunities for apprentices, trainees and cadets on high value construction projects.

**Non-contestable items** – Items that are considered as only being available through the international market or local suppliers only. That is, it is considered that there is no current competition between international and local suppliers to deliver the particular good or service.

**Office of Industry Participation and Jobs** – An office in DJPR that provides advice to the Minister, agencies, and the ICN on the application of the LJF. The Office of Industry Participation and Jobs supports the Minister to deliver the LJF policy (including setting guidelines, templates and undertaking related policy work), coordinates the setting of local content requirements, manages the ICN contracted services to support the delivery of the policy, prepares





regular reports to the Minister on progress, including the whole-of-government LJF Annual Report under the Act.

**SME** – Small-to-Medium Enterprises.

**Standard employee** – Refers to all employees not classified as apprentices, cadets or trainees.

**Trainee** - Traineeships are undertaken under a National Training Contract between an employer and a trainee that combines structured training with paid employment. Traineeships are undertaken at Certificate II level and above including Diploma and Advance Diploma. Traineeships can be in areas including business services, information technology or community services. Traineeships typically have a nominal duration of one to two years and are competency based. Only work contributed by a trainee registered with the Victorian Registration and Qualification Authority (VRQA) may be counted against the minimum 10 per cent requirement.

**Rural and regional Victoria** – has the same meaning as in the Regional Development Victoria Act 2002.

**Value for money** – Value for money is a balanced judgement of a range of financial and non-financial factors, taking into account the mix of quality, cost and resources; fitness for purpose; total cost of ownership and risk.

**Work Package** – Work package is used to define and group a project's discrete work elements in a way that helps organise and define the total work scope of the project.



## ORGANISATION AND PROJECT DETAILS

### 1. Company Details

Company/Organisation Name	LENLEASE SERVICES PTY LIMITED (Trading as SERVICE STREAM)
Primary contact person	Neil Easton
Contact phone	
Contact email	neil.easton@lendlease.com

### 2. Tender Details

Tender name	Water and Sewer Maintenance Services
Tender reference number	RFP202102
Tender due date	October 26, 2021
Government agency	South East Water Ltd

### Project Description

*Please provide a detailed description of your solution, indicating any exemptions or considerations likely to impact your local content commitment.*

LIDP FOR 50% OF STREAM 1 WATER AND SEWER MAINTENANCE SERVICES AND 50% OF STREAM 2 M and E Services

South East Water is seeking to engage Industry Partners to provide maintenance services across its water and sewer assets. The services include Reactive and Planned maintenance services across networks and treatment plants.

There is additional opportunity to undertake 'Quoted Works', which are minor capital works and minor sewer alterations.

Service Stream Maintenance Pty Limited (the Invitee) has submitted a proposal to provide services for both Program Stream 1 (Water Civil; Sewer Cleaning and Sewer Civil) and Program Stream 2 (Mechanical & Electrical) combined.

The primary opportunity to achieve the 95% local content requirement is to employ locally, both directly and through the engagement of local suppliers and subcontractors. South East Water will free issue materials, with ServiceStream responsible for purchasing fleet and equipment, office space and consumables.

We are currently an incumbent provider of both Civil and Mechanical & Electrical (M&E) maintenance services (24/7/365) to South East Water and our approach to resourcing the new contract will be to retain our current local workforce to deliver the expanded works under the new contract.



Our strategy is to self-perform up to 80% of the Civil and M&E maintenance services, with our workforce supported by local subcontractors to manage peaks in demand and provide specialist skillsets. Our Delivery Team will comprise full-time employees (FTEs) comprising local supervisors, licensed electricians and mechanical fitters and civil workers; in addition to management and support staff across project management; HSEQ and Sustainability; dispatch; data analysis; commercial; and traffic management. Support to our delivery team will be provided by corporate functions of People & Culture; Legal; Fleet; Industrial Relations and Sustainability.





## LOCAL JOB FIRST COMMITMENTS

### 3. Local Content Commitment

Local Jobs First Criteria	Requirements	Commitment
<b>ANZ Value-Added Activity</b>	The bidder shall demonstrate its ability to deliver:	In the field below, outline your ANZ Value-Added Activity commitment:
Local content (or ANZ value added activity) = the total cost of a product or service less the imported content.	<b>95.00%</b> Infrastructure minimum local content	<b>98.6313%</b> Infrastructure minimum local content
	<b>% MSPG</b>	<b>0.0%</b> MSPG

### 4. Employment Commitment

Note: Consideration should be given to the use of items by competitive local suppliers as this will assist in meeting the minimum local content requirements. A list of contestable and non-contestable items is provided in Attachment A, all of which must be addressed in the local content commitment tables in Attachment B.

Calculate the number of retained and/or new jobs to be created in Australia and/or New Zealand during the life of this project.

Note: AEE is used in place of Full Time Equivalence (FTE).

Annualised Employee Equivalent (AEE) = Total paid hours during the contract term (reporting period) divided by total full-time working hours paid per annum (38 hours per week for 52 weeks = 1976).

Note: The table includes a breakdown of apprentices, trainees and standard jobs created or retained workhours, however the Total Workhours is calculated on the Total cells only.

If this is an MSPG applicable project, please complete Part 8 and Attachment D Estimated Occupational profile.

#### Infrastructure

Employment Type	Created	Retained
Victorian Apprentices	0.0000	2.0000
Victorian Trainees	2.0000	0.0000
Victoria Cadets	0.0000	0.0000
Victorian Standard Employees	6.0000	112.0000
<b>Total Victorian AEE</b>	<b>8.0000</b>	<b>114.0000</b>
Rest of ANZ Apprentices	0.0000	0.0000
Rest of ANZ Trainees	0.0000	0.0000
Rest of ANZ Cadets	0.0000	0.0000
Rest of ANZ Standard Employees	0.0000	0.0000



## IMPLEMENTATION PLAN

The following sections outline how your bid will incorporate local products, services and capabilities to meet the commitments in this LIDP. Please outline your processes, policies and procedures for identifying, assessing, selecting and monitoring local products, services and capabilities to meet the commitments stated in this LIDP.

### 5. IDENTIFYING AND SELECTING LOCAL PRODUCTS AND CAPABILITIES TO MEET CONTRACT REQUIREMENTS

#### 5.1 Consultation Process

Many of the technologies and materials for this project may be available locally. Where applicable, bidders should propose procedures to work with various stakeholders to minimise the need to source from overseas and promote the concept of local industry participation. This could include consulting with:

- Subcontractors
- Industry associations
- ICN
- Government organisations and agencies
- ANZ industry and other groups
- Employment associations
- TAFEs
- Department of Jobs, Precincts and Regions - Industry Portfolio

All services will be overseen and managed by ServiceStream FTEs based in Melbourne throughout the delivery of the services. These employees have been delivering the services under the current contract since July 2013 and will continue to work and communicate regularly with local businesses and organisations to ensure we are providing opportunities for these organisations and workers to support us in delivering the services.

Should there be a material change relating to the scope of Civil & M&E maintenance services required, or additional works awarded as 'Quoted Works' that would require non-local expertise or out-sourcing consulting work, ServiceStream would work with ICN to maximise Local Jobs First (LJF) outcomes.

The Client (South East Water) is keen to maximise opportunities to support the circular economy and, while it will free issue the materials for the works, we are committed to assisting South East Water in this objective. Our personnel will seek to work with industry, including local businesses, to review new products and materials as they become available against performance requirements and compliance standards to ensure they are applicable for their purpose. For example, in undertaking the civil works, we may be able to introduce RAP (Reclaimed Asphalt Pavement) to save asphalt from being sent to landfill. This product is available in Melbourne through local suppliers. Any proposed materials will be discussed with South East Water to ensure alternatives meet its standards / technical specifications; legislative requirements and are approved by the appropriate asset owners (e.g., VicRoads, local councils),

We will regularly consult with key stakeholders including ICN, suppliers and manufacturers, subcontractors, and Social Enterprise agencies to determine available local businesses with the resources and capacity to perform to the capabilities to deliver the services locally within the required timeframes. As successfully completed on previous projects, ServiceStream intends to work alongside ICN and other partners to support and maximise opportunities for participation by meeting with local businesses and industry associations to support and build capability.





We will use our established relationships with relevant industry stakeholders developed throughout our portfolio of projects in Victoria to ensure targeted consultation is relevant to the nature of these works.

The contract brings a good opportunity to engage with the local community across South East Water's 3,650km<sup>2</sup> geographical area, which is one of Australia's most culturally diverse regions, speaking over 200 languages.

Collaborating with existing organisations with a strong presence in the communities will maximise the value and relevance of outcomes for local business, job seekers, educators, and the government.

ServiceStream understands contract requires a minimum of 95% of minimum local content in the delivery of the services. We have developed our principles, initiatives, and preliminary action plan with many organisations, including a number of subcontractors. We will also liaise with a number of and other organisations who will assist with achieving improved social procurement outcomes:

- Para Waring Civil Partnership (Aboriginal-owned business that provides hydro excavation services)
- Community Support Frankston (we have been working with this Social Enterprise organisation for some time and are currently looking to engage two trainees through its services)
- SheWorks (particularly to attract female candidates to management and trades roles)
- CareerTrackers
- CareerSeekers

As successfully managed on current Lendlease projects, we appreciate the importance of regular communication with ICN and industry stakeholders. This communication will assist in developing a detailed Local Industry Development Plan (LIDP), working towards a commitment that may exceed the minimum 95% percentage required, as well as ongoing management and tracking.

Wherever possible (e.g. capital works project) tender packages will embed this target within tender documentation and eventually be agreed within the final subcontract documentation. This will ensure we have clear visibility on the local supply chain in each scope of works. We will also ensure there is consistent documentation submitted for review from industry subcontractors and suppliers to ensure compliance is met. Any changes or developments to the local market or supply chain will be identified early and enable our Delivery Team to review further opportunities to take advantage of and maximise, the local content percentage.

## 5.2 Alerting Local Industry

Bidders should detail methods to alert local industry of upcoming tenders and contract requirements. This could include:

- Issuing work packages on ICN Gateway
- Advertising in the local newspapers tender section





- Contacting local suppliers and subcontractors directly at tender time to attract interest from local industry

Utilising industry databases/websites to alert local industry Hosting industry forums in metropolitan and regional Victoria.

Current and previous experience within similar water and sewer maintenance services contracts in Melbourne and Victoria has enabled ServiceStream to develop relationships with a range of individuals and organisations through the full supply chain. As a result, we have contacts and relationships with a range of suppliers, manufacturers, subcontractors, and industry leaders across Victoria that will encourage superior supply chain agreements to use a local workforce and local suppliers.

To ensure we attract industry participants with capabilities of contributing to the delivery of the maintenance services and capital works, we intend to complete the following to alert local businesses and the community about the works, as well as establishing further connections with supply chain and industry partners:

- Approach our existing network of local suppliers and subcontractor, including using our supplier data base (which includes data on capability, capacity, and past performance on previous Lendlease jobs) and our list of pre-qualified and preferred suppliers
- Work closely with an ICN representative to use the ICN EOI report to inform tender lists and status of various work packages. Where applicable, issue work packages to tender through the ICN gateway
- Work with ICN to present and attend various industry briefing events to further expand network within the construction industry
- Work with organisations such as Community Support Frankston; Trades Women Australia; CareerSeekers; and SheWorks to promote the Apprenticeship and Traineeship opportunities contract
- Where permitted and approved, ServiceStream intends to showcase a summary of the works on relevant social media platforms such as LinkedIn to promote upcoming works
- Using the Victorian Government supply-chain notification system such as Construction Supply Register and the Social Enterprise Register to connect with unknown organisations to ServiceStream
- Advertising in local and state-wide newspapers and trade magazine tender sections
- Review of subcontractors and supplier's involvement in other projects where there is reputable endorsement to provide an assessment of capability and possibly to increase and support the work of these local organisations.

We will work closely with a range of industry partners and stakeholders to promote the contract and express the opportunities available to local businesses and organisations that have potential to participate. These stakeholders include; ICN; Trades Women Australia; Master Builder Association; Australian Industry Group; Goal Indigenous Services; Community Support Frankston; CareerTrackers and CareerSeekers.

Through the approach outlined above, ServiceStream will position itself with a clear and detailed understanding of the businesses and supply chain relevant to the contract. We will contact these suppliers to discuss interest and the capability and capacity of these businesses. ServiceStream will integrate these lists into our tender documentation to ensure there is sufficient representation of key local suppliers.





### 5.3 Liaising with International Suppliers

Bidders should detail methods to liaise with international suppliers to increase opportunities for local industry, including manufacturing under overseas licensing arrangements and technology transfer. This may include identifying work packages and items with the potential for import replacement by local products and services. Where no local supply options can be identified, the bidder should consult with ICN to ensure local options have not been overlooked.

Our intent is to achieve the 95% requirement for local content through purchasing locally manufactured materials, employing people and engaging subcontractors who are based in Melbourne. The only area where this might be difficult on this project is for some more specialised mechanical and electrical equipment and materials where client specifications require overseas manufactured product. ServiceStream will work with the client and review job requirements to investigate options to ensure the majority of products and materials can be sourced locally to ensure these opportunities are first provided to local suppliers and the VIPP target of 95% is maintained throughout the delivery of the services. As part of this process of identifying local gaps in capability, capacity, and value for money, we will consult ICN, and other industry stakeholders (refer to Section 5.1).

ServiceStream has a centralised strategic procurement department which assists project teams with managing international supply chains, from sourcing the product and procurement, Quality Assurance, delivery, and completion. This department continually assesses international supply chain performance in relation to several key indicators and has developed strong strategic procurement partnerships to a vast range of international suppliers. Lendlease uses these relationships to encourage integrated agreements for local labour to install and commission overseas products and materials where possible. We will work with both the international and local organisations to facilitate knowledge sharing sessions to ensure the installation is completed to complying standards.

ServiceStream also recognises the availability of locally manufactured goods and services changes over the life of long-term contracts. Our supplier contracts will include regular review points to capture opportunities to include or incorporate new local goods as alternative local supply capabilities emerge. Based on our assessment, these materials / products are likely to be sourced overseas:

- Vehicles
- Plant and Equipment
- Tools
- Permanent materials including electrical, mechanical, and civil, structural, and building materials.





## 6. ASSESSING AND COMPARING LOCAL PRODUCTS AND CAPABILITIES WITH OVERSEAS

### 6.1 Benchmarking

Where applicable, bidders should develop benchmarks (based on "whole-of-life" cost parameters and appropriate quality and performance indicators) for the evaluation of proposals and alternatives. This may include the application of the principles of Local Jobs First in their procurement process and setting a benchmark of a nominal percentage point (for local value-added activities) for evaluating proposals and alternatives. This could be expressed in the form of a Local Jobs First declaration, which should be agreed upon between the proposed subcontractor and the bidder before implementation. Bidders may seek assistance from ICN to improve the set benchmark set.

ServiceStream will use benchmarks across all aspects of the delivery of the maintenance services. These benchmarks will be used across current active projects in Victoria to ensure ServiceStream is a significant leader in our industry in Sustainably (socio-economic and environment). Maintaining a program of inclusive and transparent engagement is vital to our success. We will incorporate benchmarks into all key areas of the works, including VIPP, value for money, safety performance, procurement, program, and quality.

In developing this LIDP, ServiceStream has established a detailed list of the materials, equipment and services that will be used in the delivery of the maintenance services and other awarded works. While the LIDP will achieve a local content target of 95%, it will contain a substantial amount of detail to enable specific trade packages to target local content percentages to be established in conjunction with ICN and the supplier market prior to issuing trade packages for tender. This information will be included as part of the tender documents. It is important the local content benchmark established for each trade package considers the nature of the materials and equipment supplied as part of that package and does not simply reflect the overall project target. There will be balancing required across several trade packages due to the nature and availability of products and services.

Local content for materials and labour will be assessed and estimated for all potential suppliers and contractors.

We are targeting a local percentage of 95%. These target developed in conjunction with ICN will allow us to develop a Local Content Assessment Checklist to include within all tender documentation to clearly depict the VIPP benchmarks set for each area of works. They will be designed to provide current, future, and potential suppliers with a valid and consistent estimate of their local content required. This checklist will help describe to tenderers and their suppliers how to calculate local content, particularly for overseas supplied items that have local value-added activities associated with them. We will work closely with ICN during the entirety of the contract to ensure information is documented correctly and there are no alarming discrepancies.

ServiceStream is committed to providing opportunities for young people, to future-proof the trades workforce of the future. We will work with organisations including tertiary institutions (e.g., in our Graduate Program); Trades Women Australia; Social Enterprises (e.g., Community Support Frankston); SheWorks; CareerTrackers and CareerSeekers to assist in promoting apprenticeship, traineeship and cadet opportunities relevant to the works. We will also encourage all our subcontractors on the project to support apprentices and trainees to assist in achieving our broad objectives for the future workforce.

Other benchmarks we will establish on a package-by-package basis may include:





1. Program duration including lead times, production rates, etc.
2. Value for money
3. Whole-of-Life cost performance
4. Quality and durability levels including duration and nature of warranties provided
5. Past contract performance on projects of a similar nature and/or scale
6. Minimum performance requirements of products and materials
7. Social employment commitments (e.g., employing Victorian Aboriginal People, disadvantaged Victorians, and women)
8. Technical competence of the company
9. Commercial and technical qualifications and/or exclusions
10. Safety & environmental performance records
11. Workforce data including total project hours, retained, and created jobs, numbers of apprentices, trainees and cadets, numbers of employees from disadvantaged background, etc.

These benchmark criteria will help establish our tender lists by creating a matrix and undertaking a preliminary assessment against the above criteria based on known past performance to identify the most suitable subcontractors to tender each package. This list will be discussed and informed through collaboration with ICN. Products and services that do not meet the benchmark targets for local content will need to significantly out-perform against other benchmark criteria. ServiceStream will undertake tender interviews, rigorous checklists, reference checks and consultation with ICN on previous preformation to ensure project benchmarks are met.

## 6.2 Assessing the Local Value-added Content

Bidders should develop procedures for assessing the local value-added content in a product or service. This could include a checklist to assess local content in a product or service, to ensure that the company, as well as the goods and services they are supplying are local.

In assessing the Local Value-Added Content, it is important to identify the non-typical packages to ensure all materials and labour components are clarified as either locally or internationally sourced. Local content will be assessed and estimated for all potential suppliers and contractors. ServiceStream will work with South East Water to develop a Local Content Assessment Checklist to assist suppliers and subcontractors to understand the local value-add content for the materials and services within each scope of works. This checklist will ensure and clarify that the goods and services supplied by each business are supplied locally, and it will become a significant step within our procurement strategy prior to Contract award. We will work with suppliers and contractors to ensure we are targeting a higher local percentage than the predetermined target for that scope of works.

The Local Content Assessment Checklist will be developed and reviewed in conjunction with ICN prior to contract commencement to ensure maximum inclusion of locally produced products or services. Below information will be included in the checklists provided to suppliers and subcontractors during the procurement process:

1. The country of origin and where money is remitted. E.g., Australia or Overseas.



2. Product manufacturing base location: Victoria, Australia & NZ or other.
- 3 R&D based in Victoria, Australia & NZ or other where appropriate
4. Product or service training base in Victoria, Australia & NZ or other.
5. Product install base in Victoria, Australia & NZ or other.
6. Supply chain location used for consumable parts and servicing components in Victoria, Australia & NZ or other.
7. HQ location and use of locally based, Australian domiciled transportation logistics contractors.
8. Product & Service support location. E.g., local vs remote support as well as warranties and/ support location.
9. % of charge fees value that are retained locally and the value-added works that are undertaken locally.
10. Agreement to site visit and verification of stock and value-added activity being performed locally.

The key steps to assessing local value-added content will largely include:

- Conditions of Tender Guidelines: will require subcontractors and suppliers to clearly identify the local products and services as part of their tender submission. This will also include an assessment to be completed of any alternate material proposals to ensure this area of works still compliant
- Commitments (once validated and in line with benchmarks) will be Contracted in a Major Works Subcontract or Supply Agreement
- Ongoing monthly reporting and monitoring of performance of the LIDP will be undertaken upon receipt of the monthly claim, at which time ServiceStream will calibrate our forecast target to ensure that we are tracking to achieve the desired outcome.

Commitments will be documented in a VIPP declaration made by subcontractors and suppliers and will be reported to ServiceStream as part of contracting arrangements and reporting process.

Throughout the delivery of the services our procurement team will work with ICN and the supply chain to ensure all sources of local value-added content have been reported and assessed in the commitment table. The amount of local value-added content will be assessed by the procurement team through:

- Direct engagement and interaction with suppliers and subcontractors
- Direct engagement and interaction with industry associations and other organisations that are not suppliers or Subcontractors Internal discussion with the estimation and delivery teams
- Calibrating feedback, observations, and assumptions with ICN Victoria nominated Representative

Our procurement approach will seek to continually identify opportunities for improving and optimising the outcome of local industry participation. We will qualify, verify, and validate the local value-added contributions proposed. This will be completed through assessment checklists and interviews to verify sources of local content where applicable.





The procurement team and Contract Manager will ensure we adopt a whole-of-life value for money approach to its procurement during delivery. With careful consideration given to cost associated with risk, work volumes, sourcing times, quality and service supports. The team will also ensure all procurement conforms to the following management systems:

- AS/NZS ISO9001:2016 - Quality Management Systems - Requirements
- AS/NZS ISO14001:2016 - Environmental management systems - Requirements with guidance for use
- AS/NZS 4801:2001 - Occupational health and safety management systems - Specification with guidance for use

Polices, procedure and systems under development include:

- Import replacement policy
- Local content benchmarking policy
- Local content evaluation matrix
- Ongoing engagement and education of supply chain program
- Education of the supply chain in the principles, policies, spirit, and intentions of the VIPP and ServiceStream local sourcing commitments.

### **6.3 Comparing Local Products and Services against Overseas Equivalents**

Bidders should develop procedures for ensuring that local products and services are evaluated against imported goods and services. For example, the bidders may choose to instruct, in their Conditions of Tender guidelines, subcontractors that tender submissions should consider local products and services alongside imported alternatives and/or identifying work packages for import replacement so that they can make a value-for-money judgement as appropriate.

ServiceStream operates with a company-wide procurement policy and procedure which ensures the correct analysis is completed when reviewing the comparison between local and imported products and services by using criteria that prioritise local content and include value-for-money and contribution to socio-economic development, as specified in our LIDP commitments.

All the services required throughout all phases of the works will be delivered by locally based ServiceStream employees. Should there be a material change relating to the scope of services required that would require non-local expertise or out-sourcing consulting work, we would work with ICN to maximise LJF outcomes, in line with the below response.

During the procurement phase we will develop structured work packages that provide details to enable us to make an assessment across a range of criteria, including local content and international alternatives. We will request all suppliers and subcontractors to provide a comprehensive list of all materials and services relevant to that package of works.



Invitation to tender letters / conditions of tendering will discuss minimum local content targets to ensure subcontractors clearly demonstrate which goods and services are local or overseas. Local versus overseas content will be weighted, enabling us to undertake evaluations to choose subcontractors that meet our local minimum content targets.

Our documents will include guidance on products we have identified as being locally supplied. Any alternatives to these will need to be highlighted, with detailed information provided to enable a value for money assessment to be completed by ServiceStream, and ICN where relevant.

The procurement phase will evaluate and prioritise the consideration of locally based suppliers. International goods and services will be considered when there is no option or alternative that can be sourced locally. Our supply chain policies ensure that local versus imported goods and services have weightings and considerations, such as ; capability and capacity to deliver required services; quality of product or service; warranty and ongoing support; life cycle costs and benefits; value adding potential; innovation; industrial relations; environmental and social impacts; and historical track record of company. Our preferred tenderer selections will be significantly informed on their ability to deliver on LJF objectives. These details will enable us to assess the overall impact to the project's local procurement target, as well as assess suitability against design.





## 7. PRODUCT OR SERVICE SELECTION POLICY OR PROCEDURE

Describe the procedures or policies for the selection of products and services that provide the opportunity for local industry participation over the life of the contract. Bidders should apply the principles of the Local Jobs First to their selection process.

Our policy for product and service selection will be to preference local supply over international supply which aligns with the 95% target on the local content for contract. Local preference will support the community; local materials for quality surety; minimise transport requirements from an environmental aspect; and minimise the risk of foreign exchange. ServiceStream will implement the procedures listed below over the project phases:

### Mobilisation / Transition-in Phase:

During this phase it is important to become involved as early as possible to influence decisions about the selection of the vehicles, plant and equipment and key subcontracting partners. While we are an incumbent provider of services to South East Water, we intend to purchase new fleet and equipment to undertake the works, in addition to appointing new subcontractors.

We believe it is important to ensure local businesses and suppliers are involved when reviewing performance specifications to ensure there are opportunities for their involvement within the project, and to prevent the possible 'designing-out' of local enterprise.

This phase is critical in committing the project targets of VIPP to relevant suppliers and subcontractors during the tender process. These benchmark goals as outlined in Section 6.1, are embedded into subcontract and tender interview documents to ensure the compliance is met prior to awarding any contract.

Suppliers and contractors will be encouraged to exceed the benchmark set for these trade works. ServiceStream will be work closely with ICN and industry partners to identify a range of local suppliers and contractors which have the correct information to be able to submit a tender proposal if interested. Through the tender submission procedure, subcontractors will be required to submit a list of materials and services and provide further detail of from where they originate. ServiceStream, consultants, ICN and stakeholders will review and assess the overseas alternative where they differ to the assumptions made in the benchmark VIPP assessment. We will review the impact of these alternative products and provide transparent and considered approach when reviewing the deviated list of overseas supplied items. This process will also identify further opportunity for enhancement of local content.

### Maintenance Services Delivery Phase:

Our Delivery Team will ensure regular checks and assessments of products and materials during the contract term. These quality checks ensure the items approved through the sample and technical submission process match those being delivered to site and incorporated into the project.





## 8. MAJOR PROJECT SKILLS

Bidders for MPSG applicable projects must use the deemed hours formula outlined below with reference to the Supplier Guidelines – Appendix 2. In the field below, you must provide the total labour hours and MPSG target for apprentices, trainees and cadets.

Bidders are not required to provide the workings of the formula but must keep records that can be requested by the Procuring agency, Department of Jobs, Precincts and Regions or the Local Jobs First Commissioner.

### Comments:

Total labour hours	
MPSG target for apprentice trainees and cadets	



## 9. LOCAL JOBS FIRST MONITORING

Bidders should detail how they will monitor and report on outcomes for local industry involvement and job outcomes. The response should include answers to all of the following items:

- The number of jobs created and retained (AEE for the whole project, including sub-contractors, apprentices and trainees)
- The number of apprentices and trainees and cadets created and retained (labour hours);
- Local Jobs First commitments secured against contract levels;
- Frequency of monitoring and reporting and associated mechanisms
- Procedures for corrective action should inappropriate or ineffective action be determined;
- For the Major Projects Skills Guarantee the strategy and/or plan that will be adopted in order to achieve the minimum requirement (if applicable);
- Frequency and level of internal assessment of the effectiveness of the implementation of the Plan;
- Frequency of external assessment of sub-contractor and supplier commitment to local industry participation;
- For the VIPP, level of use of ICN and other organisations to assist in the identification of competitive local sources of supply; and
- Use of Attachment D: Local Jobs First Monitoring Table.

The ICN can assist in the monitoring of compliance with Local Jobs First commitments as part of overall performance management.

ServiceStream has completed a thorough analysis of committed benchmarks to local content and for the delivery of the Civil and M&E maintenance services across South East Water's geographical area. We have forecast labour hours relevant to each job / task and identified the trades which have capability to provide opportunities to Apprentices, and Trainees. We have consulted with subcontractors to determine their employment policies and social engagement that has impacted the benchmarking extensions we have made. Alongside our Industrial Relations Development Plan, we have clearly stipulated our intent to support and provide opportunities to Apprentices and Trainees in our submission.

During the Mobilisation / Transition-in Phase, we will report on our employment outcomes both in terms of total number of jobs created and retained, and in terms of the number and percentage of labour hours to be undertaken by Apprentices and Trainees, both for created and retained positions. Our Contract Manager will be responsible for ensuring the project maintains these benchmarks while also acting as the stakeholder engagement role for clearly communicating and reporting to ICN. During the Mobilisation / Transition-in Phase, we will develop the LIDP further with consultation with ICN as more information is provided. We will facilitate monthly meetings to monitor the progress of the development of the LIDP in establishing an appropriate local content and percentage target during the Maintenance Services Delivery Phase. Reporting as to progress of the development of these LIDPs will also be undertaken monthly at a Project Control Group level.

Once the LIDP has been established and agreed, we will begin the monitoring and reporting process on progress and outcomes for local industry involvement and jobs outcomes. We recognise the need for regular, timely and accurate monitoring and reporting, at a whole of project level, and at the level of each trade package. Our approach to monitoring and reporting is detailed below and presented in a format that matches the above response criteria set by ICN.

1. Jobs Created and Retained: we will capture site-based workforce hours daily using site-based processes, and off-site workforce hours monthly utilising VMC Reporting. Where anomalies arise, we will check subcontractor reported data on VMC Reporting against site captured workforce hours data. Our current forecast of jobs created and retained can be reviewed in our LJF Monitoring Table.





2. Labour hours by Apprentices and Trainees: we will capture this data in a similar way to jobs created and retained, we will also work with organisations such as Job Seekers, Victoria University Polytechnic and Group Training Organisations to verify apprentice and trainee numbers enrolled in that TAFE.

3. Local Jobs First commitments secured against contract levels: during our procurement process we will update and issue our VIPP table to ICN monthly, or as deemed necessary by mutual agreement, to capture the secured commitments for each procured and approved trade package. We will report on any changes to the VIPP table identified and accepted during the Sample and Technical Submission approval process, and then, during the Maintenance Services Delivery Phase, will ensure subcontractors and suppliers are reporting monthly via the ICN Analytics platform to record actual performance against LJF commitments. Monthly 'light' reports will be included

in our Project Control Group reports and complete reports will be provided to ICN on a quarterly basis.

4. Frequency of mechanisms: we have identified frequency of mechanisms within each of these 10 dot point responses.

5. Procedures for corrective action: early intervention requirements will be identified through our procurement processes, as we verify supplier and subcontractor commitments against the baseline LIDP agreed with ICN. Any corrective action will include ICN to provide advice on alternative local suppliers to ensure the project can maintain its committed LIDP targets. As the project will be reporting and monitoring performance against LJF commitments monthly, we will be able to identify any issues early, and be able to work with suppliers, subcontractors, ICN, and other industry stakeholders (refer lists provided in our responses to 'Identifying Local Content' and 'Assessing and Comparing Capabilities'). As a first step ServiceStream will endeavour to implement any corrective action plans at a project level with relevant suppliers and/or subcontractors and will be transparent with ICN regarding issues and corrective actions and plans, working collaboratively to ensure issues are rectified within required timeframes and in a way that maximises LJF outcomes.

6. Major Project Skills Guarantee strategy / plan: although this is not required for this contract, ServiceStream is committed to ensuring opportunities for young (and mature age) people as Apprentices and Trainees, to 'future proof' the industry for trades workers.

7. Frequency and level of internal assessment of the effectiveness of the implementation plan: the effectiveness of the implementation plan will be reported to and reviewed by ServiceStream senior management on a six-weekly basis. Our Contract Manager will review monthly, using ICN analytics and an assessment of progress against planned.

8. Frequency of external assessment of subcontractors and supplier performance: subcontractors and suppliers will be required to report using the ICN Analytics platform monthly, with accurate reporting to be a key criterion for progress claim assessment. We will track this reporting monthly and will review discrepancies/anomalies as required to verify the accuracy of subcontractor reporting.

9. Level of use of ICN and other organisations to maximise local supply opportunities

10. Local Jobs First Monitoring Table: in addition to the VMC Reporting platform, we will complete and present the LJF monitoring tables to ICN on a quarterly basis through the Maintenance Services Delivery Phase.

ServiceStream is committed to using the VMC Reporting platform all LJF reporting requirements and will consult with ICN to undertake additional training in the use and functionality of VMC Reporting. We will use the platform to progressively record and track data, monitor and report on employment hours, training and local content figures as mandated in the PPRs. Reporting functionality will include dashboard reporting, including the aggregated performance of subcontractors and suppliers against Local Content commitments.

We will ensure all reporting and monitoring requirements as stated above is written into each supply and subcontract agreement.





## 10. STATEMENT OF COMPLIANCE

By signing this statement of compliance, you commit to:

- Take all reasonable steps to comply with LJF principles
- Agree to be monitored by the Department or Agency, the Department of Jobs, Precincts and Regions (DJPR), Local Jobs First Commissioner for compliance with LJF commitments as part of overall performance management
- Agree to complete the Statutory Declaration (Attachment F) at practical completion of the project, confirming Local Jobs First outcomes achieved
- Agree to allow DJPR, Local Jobs First Commissioner and ICN to review the Local Jobs First outcomes at the completion of the contract
- Acknowledge that the Local Industry Development Plan shall be centrally recorded by the Victorian Government
- Agree to the Terms and Conditions as set out in Attachment G of this document.

To confirm that you agree to the Statement of Compliance as listed above, please sign below.

**Note:** If submitting a Local Industry Development Plan online via the Victorian Local Jobs First Management Centre – VMC ([www.icn.org.au/icn\\_vic/vmc](http://www.icn.org.au/icn_vic/vmc)) acceptance of the Terms and Conditions must be acknowledged and agreed to prior to submission, therefore no signature is required within the Local Industry Development Plan.

<b>Name:</b>	LENLEASE SERVICES PTY LIMITED (Trading as SERVICE STREAM)
<b>Date:</b>	March 17, 2022



## ATTACHMENT A - CONTESTABLE PRODUCTS AND SERVICES

This list provided by ICN is based on the general scope of works for the project. All items must be addressed and where not applicable, indicated as such. As the list of items is not exhaustive, bidders must identify additional input items, addressing their complete bill of materials.

<b>CONTESTABLE ITEMS</b>
asphalt
electrical - cable
electrical - circuit breakers
electrical - conduits
hardware (fasteners, bolts, nuts, screws, rivets)
instrumentation
level sensor
reporting services
SCADA programming
signage
<b>NON CONTESTABLE ITEMS</b>
CCTV inspections
concrete
earthworks / excavation
electrical - general power outlets (GPO)
electrical - switches
labour - civil
labour - electrical
labour - hydraulics
landscaping
mechanical - consumables (filters, belts, etc)
plant and equipment hire
preliminaries and margins
project management
quarry material
site inspections/surveying
testing and commissioning
traffic management



waste disposal





## ATTACHMENT B - LOCAL CONTENT COMMITMENTS

This table captures all input items used in your solution, including those identified by ICN in Attachment A. It will inform ICN's assessment on the local content commitments for contestable and non-contestable inputs for the project.

Work Package	Item	Manufacturer	Supplier	Import	Local	Contract Content	ANZ Value Added Activity	# SMEs in Supply Chain	Total # supplier in supply chain
<b>Infrastructure</b>									
Materials	asphalt	Boral	Boral	10.00	90.0000	0.3930	0.3537	0	1
Materials	electrical - cable	Olex	Middys	10.00	90.0000	0.3530	0.3177	0	2
Materials	electrical - conduits	Vinidex	Vinidex	20.00	80.0000	0.2360	0.1888	0	1
Materials	electrical - general power outlets (GPO)	Vinidex	Vinidex	0.00	100.0000	0.2360	0.2360	0	1
Materials	signage	Signorama	Signorama	20.00	80.0000	0.0390	0.0312	0	1
Labour and plant	CCTV inspections	ServiceStream	ServiceStream	0.00	100.0000	0.7800	0.7800	0	1
Materials	concrete	Hanson	Hanson	0.00	100.0000	0.3930	0.3930	0	1
Labour	earthworks / excavation	ServiceStream	ServiceStream	0.00	100.0000	12.3210	12.3210	0	1
Materials	electrical - circuit breakers	Terasaki	NHP	70.00	30.0000	0.3530	0.1059	0	2
Materials	electrical - switches	Clipsal	Middys	70.00	30.0000	0.3140	0.0942	0	2
Materials	hardware (fasteners, bolts, nuts, screws, rivets)	Timken	BSC Frankston	70.00	30.0000	0.1340	0.0402	1	2
Materials	instrumentation	Danfoss (SE Water Spec)	MJK	80.00	20.0000	0.1340	0.0268	0	2
Materials	landscaping	Soilworx	Soilworx	0.00	100.0000	0.8100	0.8100	0	1
Materials	level sensor	Vega	Vega	80.00	20.0000	0.2210	0.0442	0	1
Materials	mechanical - consumables (filters, belts, etc)	BSC Frankston	BSC Frankston	20.00	80.0000	1.7670	1.4136	0	1
Plant and Equipment	plant and equipment hire	Coates	Coates	0.00	100.0000	13.3520	13.3520	0	1
Margins corp overheads	preliminaries and margins	Lendlease	Lendlease	0.00	100.0000	8.0940	8.0940	0	1
Project Management and project overheads	project management	Lendlease	Lendlease	0.00	100.0000	24.7300	24.7300	0	1
Materials	quarry material	Boral	Soilworx	0.00	100.0000	3.5300	3.5300	0	2
Labour	reporting services	Lendlease	Lendlease	0.00	100.0000	0.2700	0.2700	0	1
Labour and Plant	site inspections/surveying	Lendlease	Lendlease	0.00	100.0000	0.2700	0.2700	0	1
Labour and materials	testing and commissioning	Lendlease	Lendlease	0.00	100.0000	0.8600	0.8600	0	1
Labour and plant	traffic management	Lendlease	Lendlease	0.00	100.0000	2.5500	2.5500	0	1
Subcontract	waste disposal	Veolia	Veolia	5.00	95.0000	0.8200	0.7790	0	1
Labour	labour - electrical	Lendlease	Lendlease	0.00	100.0000	6.1300	6.1300	0	1
Labour	labour - civil	Lendlease	Lendlease	0.00	100.0000	12.7200	12.7200	0	1
Labour	labour - hydraulics	Lendlease	Lendlease	0.00	100.0000	7.0000	7.0000	0	1
Labour and Plant	Mobile Cranes	Browns Cranes	Browns Cranes	0.00	100.0000	1.1900	1.1900	0	1



					Total Local Content	100.0000	98.6313	1	34
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**ATTACHMENT C - MAJOR PROJECT SKILLS GUARANTEE - ESTIMATED OCCUPATIONAL PROFILE**

Please specify what types of apprentices, trainees or cadets are expected to be employed on the project.

Occupation Type	Employment Type	New	Existing/Retained	Estimated Total
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## **ATTACHMENT D - MONITORING AND REPORTING**

A key component of the LJF is ongoing monitoring and reporting on local content achieved throughout project delivery. The Local Content Commitments Monitoring Table, (at a minimum), or VMC are used to demonstrate the LIDP commitments achieved through the project's lifecycle. The monitoring table and a signed Statutory Declaration must be completed by or at practical completion of the project and/or delivery of the goods or services to demonstrate that Local Jobs First outcomes have been achieved through the project. Additional comments may need to be provided to reasonably explain any discrepancies between the expected outcomes from the agreed LIDP to those reported in the monitoring table. The Agency contract manager will request this table and provide it to ICN and the DJPR Office of Industry Participation and Jobs for verification.



## ATTACHMENT E - LOCAL CONTENT COMMITMENTS MONITORING TABLE

Complete this table, at contract's practical completion, to demonstrate that the LIDP outcomes are being achieved throughout the project. Additional comments may need to be provided to reasonably explain any discrepancies between the expected outcomes from the agreed LIDP to the outcomes reported in the monitoring table.

To view, double click on the table below. Alternatively, right click on the table, select worksheet object and open. This will open an Excel spreadsheet with prepopulated formulas. Please note there are two tabs to complete.

			LIDP Commitments								Secured VIIP Outcomes					
Workpackage	Item Description	Manufacturer	Supplier	ANZ value-add activity (%)		Contract content (%) <sup>(B)</sup>	ANZ value-added activity (%) <sup>(C = A*B)</sup>	# SMEs in supply chain <sup>(D)</sup>	Total # suppliers in supply chain <sup>(E)</sup>	% SMEs in supply chain <sup>(F = D/E)</sup>	ANZ value-add activity (%)		Contract Content (%) <sup>(B)</sup>	ANZ value-added activity (%) <sup>(C = A*B)</sup>	# SMEs in supply chain <sup>(D)</sup>	Total # Suppliers in supply chain <sup>(E)</sup>
				Import	Local <sup>(A)</sup>						Import	Local <sup>(A)</sup>				
							0%			0%				0%		
							0%			0%				0%		
							0%			0%				0%		

Note: Double click on the above table to complete. Alternatively, right click on the table, select worksheet object and open. The table opens in Microsoft Excel. Please complete the non-coloured cells only. Save all your changes in Excel and close Excel to resume in Word. Please check all formulas and equations before submitting your LIDP. To print the tables, please open them in Excel and print from there.

Employment type	LIDP commitment		Achieved / secured		Progress / Comments
	Created	Retained	Created	Retained	
Apprentices					
Trainees					
Cadets					
Standard Employees					

Note: Double click on the above table to complete. Alternatively, right click on the table, select worksheet object and open. The table opens in Microsoft Excel. Please complete the non-coloured cells only. Save all your changes in Excel and close Excel to resume in Word. Please check all formulas and equations before submitting your LIDP. To print the tables, please open them in Excel and print from there.



## ATTACHMENT F - STATUTORY DECLARATION

I, \_\_\_\_\_  
[full name]

of \_\_\_\_\_  
[address]

\_\_\_\_\_  
[occupation]

do solemnly and sincerely declare that: -

\_\_\_\_\_ achieved the Local Jobs First objectives and outcomes relating to local content, employment, skills and technology transfer, and apprentices/trainees/cadets reflected in the Local Jobs First Monitoring Table for

\_\_\_\_\_ as submitted to  
[name and tender number of procurement activity]

\_\_\_\_\_ on \_\_\_\_/\_\_\_\_/\_\_\_\_\_  
[agency]

**I acknowledge that this declaration is true and correct, and I make it with the understanding that a person who makes a false declaration is liable to the penalties of perjury.**

Declared at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
[to be signed in front of an authorised witness]

Before me,

.....  
Signature of person making this declaration

.....  
Signature of authorised witness

The authorised witness must print or stamp his or her name, address and title under section 107A of the Evidence (Miscellaneous Provisions) Act 1958 (as of 1 January 2010), (previously Evidence Act 1958), (e.g. Justice of the Peace, Pharmacist, Police Officer, Court Registrar, Bank Manager, Medical Practitioner, Dentist).





## **ATTACHMENT G - TERMS AND CONDITIONS**

In submitting to ICN information relating to your Local Jobs First Policy (LJF or the Policy) Local Industry Development Plan (LIDP), you agree to the following:

### **Purpose for which information submitted**

Before submitting information to ICN relating to your LIDP, you have familiarised yourself with the terms and conditions on which you have submitted your tender to the relevant Government agency. This includes the provisions that relate to the LJF and ICN's role under the Policy.

Accordingly, you are fully aware of the role performed by ICN for the relevant Government agency under the LJF in relation to both your tender and other bidders.

You understand and agree that the purpose for which you have submitted the information in your LIDP to ICN is to enable it to deal with the information in accordance with its role under the LJF.

### **Authority to perform role**

You expressly consent, authorise and permit ICN to do everything reasonably required of it by the relevant Government agency to perform its role under the Policy throughout all stages of the tender process.

You also expressly consent, authorise and permit ICN to do everything reasonably required of it by the relevant Government agency to perform its role under the LJF to report on its outcomes whenever required during the performance of any tender contract or upon completion.

Amongst other things, you understand and agree that while dealing with the information you provide in relation to your LIDP, ICN will compare information provided by all tender respondents in relation to their respective LIDP, assess their relevant merits and report to the relevant Government agency.

You undertake and agree to co-operate with ICN in the performance of its role under the Policy.

### **Accuracy of information submitted**

You acknowledge and agree that regardless of any assistance you may be given by ICN in relation to the preparation of your LIDP, the LIDP you submit for consideration is your document and you are responsible for its content.

You agree and represent that the information submitted by you to ICN in relation to your LIDP has been carefully prepared by you or on your behalf and is complete, current and accurate and is not misleading or deceptive.

You undertake and agree on a continuing basis to make ICN aware of any errors or misrepresentations of fact and of any other matters that it would be important for it to know in consequence of relying upon that information for the purposes of performing its role under the Policy. You also agree to inform ICN of any changes in matters of fact that may have occurred since any information or material was first provided by you.

You agree that upon request from the relevant Government agency, you will provide it or Local Jobs Commissioner with your written confirmation of the truth, accuracy and completeness of all information provided and representations made by you in your LIDP particularly (but without limitation) information which is not capable of independent confirmation and verification from independent sources.

### **Reliance on accuracy of information**

You understand and acknowledge that the relevant Government agency and ICN will be relying upon your representations as to the completeness, currency and accuracy of all information that you submit in relation to your LIDP and that ICN cannot be responsible for nor liable in any way for the consequences of you submitting incomplete or inaccurate information or information that is not current.





### **Confidentiality of information**

In so far as information that you provide in your LIDP is confidential information, ICN undertakes and agrees to keep that information and the LIDP confidential as between ICN, the Government agency responsible for administering the Local Jobs First Policy and the Government agency issuing the tender request.

### **Submission of information electronically**

You are aware there are inherent risks with the transmission of information via the internet. ICN will endeavour to keep secure information that it receives from you that is submitted by you via the Internet, however, you will be assuming all risks associated with the use of ICN's website and any associated databases including the risks of your computer, software or data being damaged by any virus which might be transmitted, downloaded or activated by ICN website and/or the relevant database its contents and your access to it.

### **Submission of information physically**

You are aware there are inherent risks with the transmission of information via the internet. ICN will endeavour to keep secure information that it receives from you that is submitted by you via the Internet, however, you will be assuming all risks associated with the use of ICN's website and any associated databases including the risks of your computer, software or data being damaged by any virus which might be transmitted, downloaded or activated by ICN website and/or the relevant database its contents and your access to it.

### **Indemnities**

You agree to indemnify the relevant Government agency and ICN on a continuing basis and so as to survive the consideration and acceptance of any tender and the term of any agreement including any contract arising from the acceptance of a tender by any Government agency against any action, claim, demand, liability, loss or expense, costs or damage, including legal costs on a solicitor client basis, arising out of the reliance by ICN upon any information, material or documentation provided by you in relation to your LIDP which is incomplete, inaccurate, false or misleading or omits any material particulars or arising from a failure to supply relevant information, documentation or material.

### **Release**

You acknowledge and agree that the Government agency responsible for the Local Jobs First Policy and ICN will not be liable to you in any way or for any reason whatever by reason of a Government agency to whom you submit a tender incorporating your LIDP not awarding you a contract in response to your tender submission and you release the Government agency responsible for the Policy and ICN from any action, claim, demand, liability, loss or expense, costs or damage, including legal costs on a solicitor client basis, arising out of a Government agency not awarding you a contract in response to your tender submission. You further acknowledge and agree that this release may be pleaded as an absolute bar to any proceedings you seek to commence against the Government agency responsible for the Policy and ICN in any capacity whatever.

## Schedule 10 Social Procurement Commitment Schedule

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## Schedule 10

### Social Procurement Commitment Schedule

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#### 1.1 Definitions

In this Schedule 10, the following terms have the following meanings:

**Kinaway** means Kinaway Chamber of Commerce Victoria Limited (ACN 600 066 199).

**Map for Impact** means the online map produced by the Victorian Social Enterprise Mapping Project (accessible at <https://mapforimpact.com.au/>), as amended from time to time.

**Social Benefit Supplier** means a business that operates and has business premises in Victoria and meets one or more of the following criteria: it is a Victorian Social Enterprise; it provides 'supported employment services' as defined in section 7 of the *Disability Services Act 1986* (Cth), and operates and has a business premises in Victoria; or it is a Victorian Aboriginal business and is verified by Supply Nation or Kinaway.

**Social or Sustainable Outcome** means an outcome listed in Tables 1 and 2 of the Social Procurement Framework.

**Social Procurement Commitment** means a commitment to deliver a Social or Sustainable Outcome through an individual procurement activity, as identified in the Social Procurement Commitment Schedule.

**Social Procurement Commitment Schedule** means the plan set out in Attachment 1 to this Schedule 10 (and includes the Social Procurement Commitments).

**Social Procurement Framework** means Victoria's Social Procurement Framework, as amended from time to time (accessible at <https://www.buyingfor.vic.gov.au/victorias-social-procurement-framework>).

**Social Procurement Performance Report** means a report submitted by a Industry Partner to the Superintendent, which details the Industry Partner's performance against the Social Procurement Commitments made in the Industry Partner's Social Procurement Commitment Schedule.

**Social Traders** means Social Traders Limited (ACN 132 665 804).

**Supply Nation** means Australian Indigenous Minority Supplier Office Limited (trading as Supply Nation) (ACN 134 720 362).

**Victorian Aboriginal business** means a business that is at least 50 per cent Aboriginal and/or Torres Strait Islander-owned, undertakes commercial activity and operates and has business premises in Victoria.

**Victorian Social Enterprise** means an organisation that is certified by Social Traders, and operates and has a business premises in Victoria; or is listed on the Map for Impact.

## 1.2 Social Procurement Commitment Schedule

- (a) The Industry Partner must, in performing its obligations under this Agreement, comply with the Social Procurement Commitment Schedule (including the Social Procurement Commitments).
- (b) The Industry Partner acknowledges and agrees that the Social Procurement Commitment Schedule (including the Social Procurement Commitments) applies during the term of the Agreement, any extensions to the Term and until all of its reporting obligations as set out in clause 1.3 are fulfilled.
- (c) The Industry Partner agrees that the Social Procurement Commitments will bind the Industry Partner in relation to:
  - (i) the Agreement as a whole (or to all of the works specified in the Agreement), including any change of scope during the term of the Agreement; and
  - (ii) all work conducted off site provided that the work has been specified as part of the Agreement.
- (d) The Industry Partner's failure to undertake all reasonable measures to achieve compliance with clause 1.2 to 1.4 may be determined by South East Water to constitute a material breach of this Agreement.
- (e) The Industry Partner must ensure that any sub-contracts entered into by the Industry Partner, or by subcontractors of any tier, in relation to work under the Agreement, contain clauses requiring subcontractors of any tier to:
  - (i) comply with the Social Procurement Commitments to the extent that it applies to work performed under the sub-contract;
  - (ii) provide all necessary information to the Industry Partner so that the Industry Partner can fulfil its reporting obligations under clause 1.3; and
  - (iii) permit South East Water to exercise its verification and inspection rights under clause 1.5

## 1.3 Reports

- (a) The Industry Partner must submit written Social Procurement Performance Reports to the Superintendent outlining its performance against the Social Procurement Commitment Schedule at least every six months.
- (b) The Social Procurement Performance Report submitted in accordance with clause 1.3(a) must:
  - (i) be in a form satisfactory to South East Water (acting reasonably); and
  - (ii) include all supporting information reasonably required by South East Water to verify the contents of the Social Procurement Performance Report.
- (c) Social Procurement Performance Reports must include:
  - (i) details specifying the Industry Partner's performance in complying with the Social Procurement Commitment Schedule; and

- (ii) any reasons for deviations from the Social Procurement Commitment Schedule.
- (d) In addition to the Social Procurement Performance Reports, the Industry Partner must submit:
  - (i) a final Social Procurement Performance Report within 2 months of the date of Practical Completion or the date the Agreement is completed, whichever is earlier; and
  - (ii) a statutory declaration made by the Industry Partner declaring that the contents of the final Social Procurement Performance Report are true and correct, which must be submitted together with the final Social Procurement Performance Report.
- (e) Where maintenance or ongoing service components form part of the work under the Agreement, the final Social Procurement Performance Report must be submitted at the time at which the primary substance of the work under the Agreement has been practically completed (excluding any ongoing maintenance or service work).

#### 1.4 **Verification of Industry Partner's compliance with Social Procurement Compliance Plan**

- (a) The Industry Partner agrees that South East Water will have the right to inspect the Industry Partner's records in order to verify compliance with the Social Procurement Commitment Schedule.
- (b) The Industry Partner must:
  - (i) permit South East Water, or its duly authorised representative, from time to time during ordinary business hours and upon reasonable notice, to inspect, verify and make copies at South East Water's expense of all records maintained by the Industry Partner for the purposes of this Agreement at the Industry Partner's premises, or provide copies of those records to the Superintendent at South East Water's request;
  - (ii) permit South East Water, or its duly authorised representative, from time to time to undertake a review of the Industry Partner's performance in accordance with the Social Procurement Commitment Schedule; and
  - (iii) ensure that its employees, agents and subcontractors give all reasonable assistance to any person authorised by South East Water to undertake such audit or inspection as described in clause 1.4(b)(i) and 1.4(b)(ii) above.
- (c) The Industry Partner acknowledges and agrees that South East Water and South East Water's duly authorised representative are authorised to obtain information from any relevant persons, firms or corporations, including third parties, regarding the Industry Partner's compliance with the Social Procurement Commitment Schedule.
- (d) The obligations set out in this clause 1.4 are in addition to and do not derogate from any other obligation under this Agreement.



### 1.5 Use of Information

- (a) The Industry Partner acknowledges and agrees that the statistical information contained in the Social Procurement Commitment Schedule and the measures of the Industry Partner's compliance with the Social Procurement Commitment Schedule as reported will be:
  - (i) provided by South East Water to the Department of Treasury and Finance; and
  - (ii) considered in the assessment or review of the Industry Partner's eligibility to tender for future Victorian Government Contracts.

### 1.6 Rectification Plan

Where, in the view of South East Water, the Industry Partner's performance in complying with the Social Procurement Commitment Schedule (including the Social Procurement Commitments) is unsatisfactory, it may require the Industry Partner to develop, discuss with South East Water, and implement a Rectification Plan. Such a rectification plan must be provided by the Industry Partner within 21 days of a request by South East Water and must be based on root cause analysis and detail actions and controls to address the KPI(s) on an ongoing basis.

The Industry Partner must meet with South East Water's Representative on request to discuss its progress towards implementation of the Rectification Plan, updating it as required, until the performance that caused the need for Rectification Plan has been remedied to the satisfaction of South East Water's Representative.

Schedule 10 – Attachment 1

### ***Social Procurement Commitment Schedule***

**Attachment 1 Social Procurement Commitment Schedule**

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Victorian Government Objective alignment	Maintenance Services Social and Sustainable Objectives	Outcomes Sought	Targets
<p>Opportunities for Victorian Aboriginal people</p> <p>Opportunities for disadvantaged Victorians/Priority Jobseekers</p> <p>Sustainable Victorian social enterprise and Aboriginal business sectors</p>	<p><b>Employment Opportunities for Aboriginal people in Victoria</b></p>	<p>Employment of Victorian Aboriginal people by South East Water's suppliers (who are not social benefit suppliers themselves)</p> <p>Direct &amp; indirect spend by South East Water's suppliers with Victorian Aboriginal businesses</p>	<p>SEW target: Minimum 1% of contract delivery workforce to be Aboriginal people across the life of the contract.</p> <p>Industry Partner target: Service Stream commit to the two 1% targets relating to opportunities for Aboriginal people in Victoria for the Proposed Contract.</p> <p>SEW target: Minimum 1% of the of the contract value to be directed towards Victorian Aboriginal businesses either directly by the Supplier or indirectly through the Supplier's subcontractors' supply chain</p> <p>Industry Partner target: See above.</p>
<p>Opportunities for Victorians with Disability</p> <p>Opportunities for disadvantaged Victorians/Priority Jobseekers</p> <p>Sustainable Victorian regions (Opportunities for people in regions with entrenched disadvantage)</p>	<p><b>Opportunities for disadvantaged Victorians</b></p>	<p>Direct &amp; indirect spend by South East Water's suppliers with Victorian social enterprises</p>	<p>SEW target: Minimum 2% of contract value to be directed towards other social benefit suppliers, e.g., social enterprises and disability enterprises either directly or indirectly through the Principal's subcontractors' supply chain</p> <p>Industry Partner target: Service Stream commits to a minimum 2% spend of the contract value directly or indirectly with Disability Enterprises and/or with Victorian Social Enterprises.</p>
<p>Women's Equality and Safety</p>	<p><b>Women's Equality and Safety</b></p>	<p>Adoption of family violence leave by SEW suppliers</p> <p>Gender equality within SEW suppliers</p>	<p>SEW target: Family violence leave policy implemented by the end of the 1st year of contract (if there isn't one)</p> <p>Industry Partner target: Service Stream has a Domestic Violence policy already in place.</p> <p>SEW target: Minimum 20% of the contract delivery workforce to be</p>



			<p>Industry Partner target: Current workforce achieves a 6.01% of the total full-time workforce as women. The intent is to adopt a staged approach to engaging more women across all roles, (management, support, supervisory and trade).</p>
<p>Environmentally sustainable outputs</p> <p>Environmentally sustainable business practices</p> <p>Implementation of climate change policy objectives</p>	<p><b>Environmentally Sustainable Outputs</b></p>	<p>The use of sustainable resources to manage waste, pollutions, and the use of recyclable materials</p> <p>We understand the requirement to implement such an Assessment by year 1 of the contract. We propose to work with South East Water to further understand what is required in this, and potential future, Assessments. We will likely outsource the development of this Assessment with an appropriately qualified local provider.</p>	<p>SEN target: Life Cycle Assessment (LCA) implemented by year 1</p> <p>Industry Partner target: Service Stream understand the requirement to implement such an Assessment by year 1 of the contract. The proposal is to work with South East Water to further understand what is required in this, and potential future assessments. Service Stream to engage a LCA certified practitioner to complete an Environmental Life Cycle Assessment of the assets in the Scope, their supply chains and end of life options.</p>

## Schedule 11 Modern Slavery Requirements

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## Schedule 11

### Modern Slavery Requirements

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#### 1. MODERN SLAVERY

##### 1.1 Compliance with Modern Slavery Laws

Throughout the Term, the Industry Partner must:

- (a) comply with Modern Slavery Legislation, and must not directly or indirectly use child, forced or involuntary labour in any form or in any way be associated with slavery or human trafficking.
- (b) maintain policies and procedures to ensure it complies with Modern Slavery Legislation and implement a system of training for its Service Personnel.
- (c) if required, promptly complete the South East Water's Modern Slavery due diligence questionnaire (not more than once annually).

##### 1.2 Due diligence

The Industry Partner represents and warrants to South East Water that:

- (d) its Modern Slavery due diligence questionnaire is complete and accurate;
- (e) neither the Industry Partner nor any of its Service Personnel have been convicted of any offence involving Modern Slavery; and
- (f) to the best of the Industry Partner's knowledge, neither the Supplier nor any of its Personnel have been or are the subject of any investigation, inquiry or proceedings by any Governmental Agency regarding any offence or alleged offence of or in connection with Modern Slavery.

##### 1.3 Reporting

- (g) The Supplier must notify South East Water in writing as soon as practicable upon becoming aware of either any breach or suspected breach of this Schedule or any actual or suspected Modern Slavery in a supply chain which has a connection with this Agreement.
- (h) If required by the South East Water, the Supplier must provide to South East Water (on each anniversary of the Commencement Date), an annual Modern Slavery report setting out the steps it has taken to ensure that Modern Slavery is not taking place in any of its supply chains or in any part of its business.
- (i) The South East Water must take all steps to remedy any non-compliance with this Schedule including ensuring that Modern Slavery will not reoccur.



## Schedule 12 Working for Victoria

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## Schedule 12

### Working for Victoria

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#### 1.1 Definitions

In this Schedule 12, the following terms have the following meanings:

**Employee** means any person employed by the Industry Partner where that person is employed; during the term of this Agreement; and through the Working for Victoria platform.

**In the First Instance** has the meaning given in clause 1.2(d) and includes compliance by the Industry Partner with its obligations under this Schedule 12.

**Working for Victoria** means the Working for Victoria initiative implemented by the Victorian Government, as amended from time to time, accessible at <https://www.vic.gov.au/workingforvictoria>.

**Working for Victoria platform** means the online platform used by the Victorian Government to assist businesses to employ Victorian jobseekers, including people who have lost their jobs as a result of coronavirus (COVID-19). The platform provides access to a labour pool and recruitment services including jobs matching. Access the Working for Victoria platform at <https://www.vic.gov.au/workingforvictoria>.

#### 1.2 Sourcing new employees

- (a) If, at any time during the term of this Agreement, the Industry Partner needs to employ new employees to perform work relating the Industry Partner's obligations under this Agreement, such employees must, In the First Instance, be sourced from a pool of jobseekers who have registered on the Working for Victoria platform.
- (b) To satisfy its obligations to source new employees from a pool of jobseekers on the Working for Victoria platform In the First Instance, the Industry Partner must, prior to advertising the job opportunity elsewhere, or recruiting or employing from sources which are not the Working for Victoria platform:
  - (i) maintain an open job opportunity on the Working for Victoria platform for a minimum of five consecutive Business Days, or until a suitable jobseeker is identified and an offer is made to an Employee, whichever period is shorter; and
  - (ii) either employ through the Industry Partner's normal recruitment procedures, any suitable jobseekers sourced from the Working for Victoria platform as Employees or determine (acting reasonably) that no jobseekers from the Working for Victoria platform who applied for the job opportunity are suitable for the work.
- (c) The Industry Partner must ensure that any subcontracts entered into by the Industry Partner, or by Subcontractors of any tier, in relation to work under the Agreement, contain clauses requiring Subcontractors of any tier to:

- (i) recruit new employees from a pool of jobseekers sourced from the Working for Victoria platform In the First Instance, when the Subcontractor requires new employees, to the extent that it applies to work performed under the subcontract;
  - (ii) comply with this Schedule 12 as if references the Industry Partner were references to the Subcontractor;
  - (iii) provide all necessary information to the Industry Partner so that the Industry Partner can fulfil its reporting obligations under this Schedule 12; and
  - (iv) permit South East Water to exercise its verification and inspection rights under clause 1.4.
- (d) The Industry Partner acknowledges and agrees that:
- (i) its obligations under this Schedule 12 apply during the term of this Agreement, any extensions to the term and until all of its reporting obligations as set out in clause 1.3 are fulfilled;
  - (ii) posting a job opportunity on the Working for Victoria platform is not a reflection on the qualifications, suitability or experience of jobseekers or Employees, or the Victorian Government's or South East Water's views of jobseekers or Employees;
  - (iii) the Victorian Government and South East Water do not make any guarantees, warranties, representations or endorsements regarding the qualifications, suitability or experience of jobseekers or Employees from the Working for Victoria platform, or the quality or type work or services performed by an Employee selected from the Working for Victoria platform;
  - (iv) it is its responsibility alone to verify the qualifications, suitability and experience of jobseekers to undertake the work or services required of the jobseeker;
  - (v) it is its responsibility alone to enter into an employment relationship with each Employee selected from the Working for Victoria platform and to supervise that Employee. Neither the Victorian Government or South East Water will be a party to any legal relationship (including but not limited to an employment relationship) with any Employee by virtue of the Working for Victoria platform or this Agreement; and
  - (vi) the Employee will be paid an amount no less than the applicable award rate, or the site rate, whichever is higher.

### 1.3 Reporting

- (a) The Industry Partner must prepare and maintain records demonstrating its compliance with Working for Victoria and this clause 1.3.
- (b) The Industry Partner must provide to South East Water:



- (i) quarterly reports demonstrating its progress towards implementing Working for Victoria, or provide an explanation why employees were not sourced from Working for Victoria; and
  - (ii) a final report demonstrating its progress towards implementing Working for Victoria prior to or at the Date of Practical Completion, or provide an explanation why employees were not sourced from Working for Victoria.
- (c) The Industry Partner must ensure that such reporting and other related information is accurate, complete and:
  - (i) in a form satisfactory to South East Water (acting reasonably);
  - (ii) provided to the Superintendent at the end of the following months: September, December, March and June; and
  - (iii) includes all supporting information reasonably required by South East Water to verify the contents of such reporting.

#### 1.4 **Verification of Industry Partner's compliance with Working for Victoria**

- (a) The Industry Partner agrees that South East Water will have the right to inspect its records in order to verify compliance with Working for Victoria and this Schedule 12.
- (b) The Industry Partner must:
  - (i) permit South East Water, or its duly authorised representative, from time to time during ordinary business hours and upon reasonable notice, to inspect, verify and make copies at South East Water's expense of all records maintained by the Industry Partner for the purposes of this Agreement at the Industry Partner's premises, or provide copies of those records to the Superintendent at South East Water's request;
  - (ii) permit South East Water, or its duly authorised representative, from time to time to undertake a review of the Industry Partner's performance in accordance with this Schedule 12; and
  - (iii) ensure that its employees, agents and Subcontractors give all reasonable assistance to any person authorised by South East Water or the Department to undertake such audit or inspection as described in clause 1.4(b)(i) and 1.4(b)(ii) above.
- (c) The Industry Partner acknowledges and agrees that South East Water and South East Water's duly authorised representative are authorised to obtain information from any relevant persons, firms or corporations, including third parties, regarding the Industry Partner's compliance with Working for Victoria.
- (d) The obligations set out in this clause 1.4 are in addition to and do not derogate from any other obligation under this Agreement.

#### 1.5 **Use for information**

- (a) The Industry Partner acknowledges and agrees that the statistical information contained in the reports demonstrating its compliance with implementing Working for Victoria:
  - (i) will be provided by South East Water to the department of which it is a portfolio member;
  - (ii) will be shared between the department and other government departments for combined reporting purposes; and
  - (iii) may be disclosed in the circumstances authorised or permitted under the terms of this Agreement, in accordance with Victorian Government policy, or as otherwise required by Law.
- (b) The Industry Partner agrees and acknowledges that all information accessed by it through the Working for Victoria platform is subject to the terms and conditions of that platform, and it is a condition of this Agreement that the Industry Partner complies with those terms and conditions.