

Specification

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1 INTRODUCTION

1.1 The City of Port Phillip

The City of Port Phillip is a municipality with a population of 85,012, is located on the northern shore of Port Phillip Bay, south of the Melbourne Central Business District. The City is typical of Melbourne's inner city communities with many City of Port Phillip residents living close to their neighbours with shared open space. A municipality spanning part of Port Phillip Bay, the City of Port Phillip takes in a variety of urban villages close to some of Melbourne's most popular beaches. Its urban character is marked by a richness of diversity, and features some of Victoria's most celebrated and innovative cultural events, recreational facilities, restaurants and entertainment venues.

The City of Port Phillip has unique built assets and landscape assets influenced by its industrial, natural and cultural heritage. The landscape provides a rich palette of resources and imagery that can be drawn upon to develop the City's vitality.

The planning for the renewal, improvement and expansion of the built assets, facilities and public open spaces takes place within the context of the Council's Community Plan, Strategic Resource Plan and Council Plan, which are supported by various strategies, master plans and planning documents. Council is committed to:

- Designing and constructing assets which enhance the City's special spaces, places and from which service excellence can be achieved:
- Developing a public open space network that addresses outdoor recreation needs, requirements for outdoor social and cultural activities, environmental management and nature conservation:
- Providing building assets and public open spaces which benefit the community and enhance the image of the City;
- Using the needs, opinions and expectations of the community to guide the provision and improvement of facilities and service levels;
- Renewing and enhancing its existing assets and facilities to provide the required levels of service; and
- Developing its built and open space assets to provide the community with equitable access to a range of services, social interaction and recreation opportunities.

1.2 Objectives of the Project

To assist in the proactive management of this complex property portfolio Council is seeking to appoint a panel of suitably qualified consultants for the provision of the following Environmental Services. (Please clearly mark the service type for which you are tendering for)

- Contaminated Land
- Asbestos & Hazardous Materials

It is intended to establish a panel of preferred consultants from which The City of Port Phillip can invite quotations to undertake various environmental projects. The aim is to have a number of consultants appointed to the panel for each of the two areas of expertise.

It is anticipated that the panel may include consultants that can provide both or only one of the required areas of expertise. The consultants will be supervised by relevant department(s) within Council depending on the type of project to be delivered.

2 SCOPE

2.1 Services to be provided

The skills sought include but are not limited to:

Contaminated land

- General site inspection;
- Site history review; desk top auditing
- Sampling and analysis (soil and groundwater);
- Environmental Audits
- NATA Accredited Testing & Analysis
- Groundwater modelling;
- Risk Assessment (human and ecological);
- Remediation works (including bioremediation);
- Human Health Risk Assessments
- Statutory and non-statutory environmental auditing ;
- Provision of remediation options integrated with development options;
- Provision of strategic advice on environmental management;
- Investigation of sites known to present complex contamination issues;
- Provision of project management services. From time to time, the CoPP may request the consultant provide services such as site observance of remediation works, client/contractor liaison and site inspections for non assessment purposes.
- The assessment sampling protocols and reporting for undertaking the services listed above are to undertaken in line with current regulations, guidelines legislations and acts.
- Provision of specialist advice to council on risk management
- Preparation of site specific Management Plans
- The sampling protocols and reporting guidelines for undertaking the services listed above are to be consistent with current regulations, guidelines legislations and acts.

Asbestos Identification & Management

- Standard asbestos survey in compliance with the requirement of Part 4.3 Division 5 of the Vic OH&S Regulations 2007.
- Pre-demolition or pre-refurbishment asbestos survey in compliance with the requirements of Part 4.3 Division 6 of the Vic OH&S Regulations 2007 S.R. No 54/2007.
- Hazardous materials survey (typically carried out concurrently with asbestos survey work).
- Provision of air sampling services to determine background, control (para-occupational) exposure (occupational) or clearance monitoring tests.
- Provision of project management services. The CoPP may request the consultant provide services such as site observance of asbestos removal works,

client/contractor liaison, site inspections following asbestos removal and issue of "letter of Clearance".

- The sampling protocols and reporting guidelines for undertaking the services listed above are to be consistent with current regulations, guidelines legislations and acts.

Other Capacities

Please indicate additional capacity for the provision of the following areas:

- Geotechnical and Civil Consulting services;
- Strategic advice on sustainability strategies;
- Cultural Heritage assessment (archaeology and heritage);
- Management of indigenous and no-indigenous cultural heritage;
- Policy development;
- General Risk management;
- Water management (reduction, treatment, recycling, reuse);
- Bore Water Investigation & Management
- Waste minimisation, recycling and recovery; and/or
- Carbon trading.
- Nationally Accredited Training Provider

2.2 Scope of Services

The tenderer shall read this brief in full, familiarise themselves with the City of Port Phillip requirements and submit, within the time specified a submission in accordance with this brief. The Consultant will be responsible for engaging his/her own sub-consultants to provide a wide range of expertise outlined in the brief.

2.3 Level of Service

The City of Port Phillip requires the highest standard of service and quality for any works identified as part of this brief. The consultant must ensure the highest quality 'outcome for all works and deliver on time and within budget. This commitment will include:

- Providing a response to any requests made by the Contract Manager or delegated representative within 24 hours of the request being made.
- Advising the contract manager or delegated officer within 24 hours of any issues that may impact on the delivery of the services agreed to within the contract.

3 CONTRACT TERM

The contract period will be for 2 years with an option to extend, solely at Council's discretion, for up to 2 years. It is intended that the majority of Council's environmental services projects will be sourced from the approved panel. However, Council reserves the right to seek tenders beyond the list for environmental services on individual projects where the value of consultant fees is in excess of \$ 150,000 (Inc GST) or the scope of works is outside the demonstrated capacity of the respondents of this expression of interest

Council does not guarantee that any consultant named on the panel will receive any appointment or any minimum quantity of work.

4 CONSULTATION

4.1 Community Consultation

The City of Port Phillip will coordinate and manage any consultation with the community. The successful consultant will be expected to attend meetings as requested and be reimbursed in accordance with the contracted schedule of rates.

4.2 Internal Consultation

The consultant will be required to consult with relevant council officers and councillors in order to accurately report on undertaken works. Internal consultation will include but not limited to:

- Councillors
- CEO and Executive Team
- Contract Manager
- Internal stakeholders

Attendance at meetings as requested will be reimbursed in accordance with the contracted schedule of rates.

5 MEETINGS AND REPORTING

The Consultant and the Contract Manager must agree on a schedule of formal meetings to discuss current projects and contract issues. It is expected that these meetings will be held quarterly at the St Kilda Town Hall or other suitable council facility. The consultant must also agree to hours of availability to discuss or inspect work and provide regular updates / reports for the Contract Manager as requested.

6 RECORD KEEPING

The Consultant is required, on an on-going basis to collect record and maintain all data related to projects undertaken for the City of Port Phillip. The costs of collecting, recording and reporting of all data are to be met by the consultant as part of the specific project costs. The Consultant must ensure that all appropriate records are kept and provided to the Port Phillip City Council upon request.

7 COMPLIANCE

7.1 PERMITS AND APPROVALS

The Port Phillip City Council will be responsible for applying for, obtaining and paying for all relevant permits for works undertaken as part of this panel. The Consultant will be required to provide any information, plans, drawings or reports etc required to secure each permit.

7.2 INSURANCES

The consultant must provide evidence of the minimum level of insurance coverage outlined in this brief and maintain for the term of the contract.

- Public Liability: \$10 million
- Professional Indemnity: \$10 million
- Plant & Equipment TBA

7.3 ENGAGEMENT OF SUB CONSULTANTS

The City of Port Phillip acknowledges that it may be necessary for the engagement of sub consultant's and/or other contractors to undertake particular aspects of contracted works as part of this panel. However any engagement of sub consultants and/or other contractors must not be undertaken without prior approval from the contract manager. The contracted panel member will be fully responsible for the management of sub consultants and/or other contractors and must insure the following:

7.3.1 Licences

The Consultant is required to ensure that each sub consultant and/or other contractors are appropriately registered and licensed for the duties to be undertaken and have appropriate Safety Plans for working on the project.

7.3.2 Insurances

The Consultant is required to ensure that each sub consultant and/or other contractors have adequate insurance coverage for the duties to be undertaken.

7.4 OCCUPATIONAL HEALTH & SAFETY

The Consultant must comply with; and ensure that its employees, sub-contractors and agents comply with any Acts, regulations, and local laws, codes of practice, Work Safe publications and Australian Standards which are in any way applicable to OH&S and the performance of the Services outlined in this brief.

8 FEE PROPOSAL AND INVOICING

8.1 PAYMENT

Fees will be paid to the consultant upon completion of the work (or as negotiated for major tasks) subject to satisfactory progress of an agreed program.

The consultant must discuss any potential variations with the City of Port Phillip representative 5 days prior to formal presentation. All variations will be assessed by the Contract Manager in a fair and reasonable manner in line with project objectives and the nature of the claim. Terms of payment shall be thirty (30) days from the presentation of an invoice unless agreed otherwise by the consultant and Contract Manager.

8.2 FEE PROPOSAL

The Consultant is required to provide a fee structure based on the provision of professional services and experience as requested.

The fee structure must include all on costs, administrative costs, other contingency costs and additional costs associated with delivering the service.

Council expects a CPI increase on these fees on the anniversary date of the letter of engagement.

9 DELIVERABLES

All reports, investigations, analysis, documentation and information must be provided in a format acceptable to Council and compatible with Council's SOE.

Electronic, or soft copies of final documents must be provided, unless otherwise agreed, in the following formats; Microsoft Office 2003; AutoCAD 2008 (packed to a single file per drawing); and Adobe PDF.

10 MILESTONES

It is expected the project shall be completed in accordance with the following program:

- Submission of Tender April 2009
- Evaluation of Tender May 2009
- Conformation of approved Panel June 2009
- Letter of Acceptance June 2009