

Specification

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1 BACKGROUND TO SERVICE REQUIREMENTS

1.1 INTRODUCTION

The municipality has an area of approximately 21 square kilometres and an estimated population of **96,110**. This includes a multiculturally diverse community with approximately 30% of residents coming from non English speaking backgrounds.

Incorporated in the City are a range of land uses, including residential, commercial, light industrial, office and retail. Generally, the industry is located in the north and west sectors of South and Port Melbourne. The office and commercial areas include St. Kilda Road and Queens Road and the northern portion of South Melbourne. Residential uses are interspersed throughout the City and include the primary residential areas such as Elwood, Garden City, Middle Park and Albert Park as well as in the City's "mixed use" areas in Fitzroy Street, Queens Road and St. Kilda Road.

The City has a range of popular parks and open spaces including St. Vincent Gardens, Gasworks Artist Park, St. Kilda Botanical Gardens and Alma Park. The City also contains one of the most popular foreshore areas in Melbourne stretching from Elwood in the south to Port Melbourne in the north-west. This section of Port Phillip Bay is one of the most intensely used sections of the Bay and in summertime is a major attraction to residents and visitors.

Major tourist attractions include St. Kilda and Albert Park foreshore areas, Luna Park, the Palais Theatre, the Sunday Esplanade Market, the St. Kilda Pier, Acland and Fitzroy Streets.

It is this ongoing and intense development that has taken place within the City of Port Phillip that has resulted in only a few remnants of native vegetation remaining. These occur along rail lines and along the margins of Port Phillip Bay. This loss of native vegetation and habitat has caused the local extinction of many flora and fauna species. The natural heritage value of these sites varies considerably. The following Appendices provide further information:

- a) Appendix 1 is a map of the relevant sites;
- b) Appendix 2 sets out any detailed requirements for the Service Areas within the Natural Heritage Areas ("NHA");
- c) Appendix 3 provides details of Council's recognised groups whose regular activities are primarily focused on one or more of Port Phillip's NHAs;
- d) Appendix 4 – Local Natural Heritage Charter of Native Vegetation;
- e) Appendix 5 – Performance Monitoring;
- f) Appendix 6 – Litter Collection;
- g) Appendix 7 – Herbicides;
- h) Appendix 8 – Events;
- i) Appendix 9 – Managing Asbestos;
- j) Appendix 10 – Heritage Listed Sites; and
- k) Appendix 11 – Managing Contaminated Sites.

Council has developed a **Local Natural Heritage Charter of Native Vegetation (Appendix 4)** outlining a vision for community groups and the Council to work cooperatively to 'plan, maintain, protect and enhance local natural heritage areas'.

The management of NHA means the management of a complex and dynamic resource. The Contractor will require a demonstrated specialist knowledge and understanding of the ecological processes, biological diversity and indigenous flora and fauna recognition. Integral to the process will be the facilitating and supporting of community groups. A commitment to responsive maintenance will ensure the safe and adequate provision of NHA facilities.

During extended periods of dry weather, the Contractor, in collaboration with Council, having consideration of Melbourne metropolitan water restriction regulations will be expected to review affected service delivery requirements and where required adjust works programs accordingly, through reallocation of existing Contractor resources.

Clause 9 - Activity Schedule summaries the major activities and provides Work Load Indicators, Intervention Levels and payment basis.

1.2 OBJECTIVE

The Contractor is responsible for managing, coordinating and undertaking services and implementing an appropriate strategy, incorporating inspections, programming, work activities, community consultation and reporting to:

- a) ensure the ongoing protection, maintenance and restoration of the quality of Port Phillip's NHA;
- b) provide effective and efficient management of NHA that promotes and facilitates community support and involvement; and
- c) ensure that all NHA are kept in a safe, functional, clean and tidy condition.

1.3 RESPONSIBILITIES

The Contractor must:

- a) provide the services in a responsive, effective and efficient manner to meet Council's responsibilities in the care and management of NHA;
- b) achieve maximum value for expenditure on services;
- c) provide the services in a high quality and responsive manner which meets community needs;
- d) provide and maintain a safe working environment and system of operation so as to protect its employees, agents and the community against accidents and conditions injurious to health;
- e) retain the municipality's established qualities, character and identity;
- f) work in partnership with Council and the community to develop, manage, protect and enhance NHA;

- g) carry out work in an environmentally responsible manner; and
- h) respond to all customer requests within 48 hours, and implement and operate a fast, efficient and effective communication system between customers, Council officers and the Contractor.

The Council is committed to ensuring that the services are provided in an integrated manner. The Contractor must work closely with Council, its staff, community groups, other contractors and external authorities to ensure a timely, integrated and effective service and that the necessary co-ordination takes place to ensure the protection of NHA.

2 DEFINITIONS

In this Specification, unless inconsistent with the context, the following terms have the meanings indicated:

Activity means action necessary to maintain, restore or repair a particular asset to a specified condition;

Assets means a physical features or items that are required to be maintained by the Contractor, under this Specification;

Asset Management System means an asset recording data base, the data of which reverts to the property of Council at the expiry of the Contract;

Contract Works means each and every obligation to the Contractor under this Contract Specification;

Council Assets means any item owned, leased or in the control of the Council;

Customer Service refers to the provision of polite, positive and professional services to all customers;

Daily means seven (7) days per week including public holidays;

Defect means identified group of like features, together with their location, the condition of which is outside the intervention level;

Handyman Repairs means those repairs limited to securing loose components and fittings, replacing and/or securing fixings, straightening posts and poles, etc and includes supply of fixing materials;

Initial Condition Inspection means the initial survey conducted by the Contractor within the time specified in **Clause 5.1.3** from the Commencement Date to determine the condition standard of Assets;

Intervention Level indicates when work on an asset is required to be undertaken (usually expressed in terms of a threshold condition of the asset, frequency for performing work or response time);

Lump Sum means the amount to be paid to the Contractor to carry out all the specified routine maintenance activities;

Litter means all debris, loose materials, bottles, paper, drink cans and cartons, ice cream sticks, cigarette butts, animal fouling, grit, gravel, oil, leaves, grass clippings, branches,

sticks and other materials fouling the surface;

Normal Working Hours means the hours between 7.00 am and 6.00 pm Monday to Friday excluding Public Holidays unless otherwise agreed with the Contract Manager;

Performance Standard is a measure (as percentage of the specified standard) that the condition of the asset or the performance of the Contractor shall not fall below at any point in time;

Provisional Sum means the yearly sums of money allocated by the Council for services outside of routine maintenance, payment for which shall be made by schedule of rates or quotation;

Quality Plan has the meaning ascribed to it by **Clause 4.2** of this Specification;

Persons Employed means full time, part time, casual or temporary employees of the Contractor or subcontractors engaged by the Contractor;

Program of Works means a program, prepared by the Contractor, of activities planned for the forthcoming 12 month period or other nominated period, and each forthcoming month during the Contract Term sorted in a particular order, e.g. priority, Activity type or area;

Service Areas means the areas set out in **Appendix 2** which are the responsibility of the Contractor;

Services Representative means the person who will be available at all times during Normal Working Hours to receive instructions from the Contract Manager or who will be available to be contacted by the Contract Manager or the Council on urgent matters, for after hours contact and for emergency responses on a seven day/ 24 hour basis;

Schedule of Rates means work undertaken outside of the works specified under routine maintenance and only when directed by the Contract Manager;

Tree means any woody vegetation, which is at or is capable of growing to a height of over 3 metres; and

Work Load Indicator means the frequency of Activity and/or quantity of plant, labour and/or materials expected to be carried out in order to maintain the relevant performance standard on an annual basis unless otherwise specified.

3 SCOPE OF SERVICE REQUIREMENTS

3.1 OUTLINE OF REQUIRED SERVICES

The Contractor must provide NHA Maintenance Services on and within designated **Service Areas** listed and described in **Appendix 2**.

The Contractor is responsible for the care and preservation of these service areas to ensure their ongoing protection, maintenance and restoration and that they remain functional, safe for the public and their condition remains at that specified.

In carrying out maintenance works that form part of this Contract the Contractor must ensure:

- a) the coordination of all works with other Council services;
- b) the maintenance of a Customer Service focus;
- c) the implementation of relevant Council management plans, priorities and programs; and
- d) the protection and maintenance of the Council's infrastructure Assets.

The scope of service under this Contract involves an understanding of the ecological processes, biological diversity and indigenous flora and fauna recognition and undertaking a wide range of horticultural, arboricultural and handyman tasks and specialist tasks associated with the routine maintenance of the service areas that includes:

- a) regular surveys, inspections and reporting;
- b) management of indigenous and environmental weed vegetation;
- c) revegetation planting; and
- d) facilitating and supporting community participation and education.

Other tasks within the Lump Sum include, but are not limited to the following:

- a) Customer Service and advice;
- b) maintenance and monitoring of the condition of internal paths and tracks;
- c) monitoring the condition of all park furniture and other structures;
- d) Litter control; and
- e) maintaining vegetation to a clearance of two (2) metres along the Webb Dock security fence at Perce White Reserve.

Tasks that are not included in the Contract include:

- a) Tree maintenance works (except clearance of paths as specified) and;
- b) Irrigation maintenance (except as necessary to protect irrigation equipment existing within the Service Areas).
- c) The Contractor must provide for all the necessary labour, plant and equipment,

materials, management/administration, servicing costs, including overheads and profit for carrying out all the services to be provided under this Contract and to ensure that NHA are maintained at their present or improved state.

- d) The Contractor must be available to respond to general enquires relating to the provision of the services and become actively involved in the preservation and enhancement of Council's Assets.

3.2 METHODOLOGY

3.2.1 General

Provided that the performance requirements of the Specification have been achieved to the satisfaction of the Contract Manager, the methodology adopted in maintaining NHA shall be largely left to the discretion of the Contractor subject to a program of works approved by the Contract Manager. It would be expected that the program of works reflect the Contractor's understanding of the required NHA maintenance activities, where resources should best be directed and what changes could be implemented to improve maintenance standards and overall service delivery objectives.

The Contractor will be encouraged to be innovative and to develop smarter work practices for the mutual benefit of the Contractor, the Council and the community.

3.2.2 Supervision

Where reference is made in the Specification to the Contractor obtaining the consent or approval of the Contract Manager this shall, where practicable, be obtained through prior agreement on interpretation of standards, development of guidelines, procedures and hold points. Decisions made in accordance with this Clause must be listed in monthly reports under **Clause 5.1.8 Reporting / Review**. The standards, guidelines, procedures and hold points will be reviewed by the Contract Manager on a regular basis and revised as necessary.

3.2.3 Expenditure

The Contractor must achieve maximum value for Council from expenditure on the Contract services. Where work load indicators or provisional sums are provided against a particular Activity the Contractor must endeavour to expend these funds during the life of the Contract in a manner that:

- a) assures that the relevant NHA asset is maintained at the specified Performance Standard;
- b) targets the areas of most need (minimise risk);
- c) ensures the most effective use of the funds available;
- d) spreads the available funds equitably over each year; and
- e) seeks to minimise the sums expended.

The Contractor must develop an understanding of the Activity workloads associated with delivering the Contract services. Provisional Sum work must only be undertaken at the discretion and approval of the Contract Manager. The Contractor must submit a works proposal accompanied by a draft works plan to the Contract Manager on how the Provisional Sum could be expended with focus on best value for money. Identification of provisional sum works will be a coordinated effort between Council and the Contractor.

3.2.4 Opportunity for Innovation

The Council wishes to encourage the Contractor to develop and propose innovative arrangements for the provision and continuous improvement of the services.

The determination and allocation of costs or savings that may result from the application of revised work methods or new technology will be negotiated between the Council and the Contractor. Where cost savings are identified and the approved standards of service to the community are maintained, Council will consider an arrangement wherein the cost savings are shared between the Contractor and Council. The Council will always retain the right for the final decision on the acceptability of proposals for innovation within the performance of the services.

4 GENERAL PROVISIONS AND REQUIREMENTS

4.1 CUSTOMER SERVICE

4.1.1 Response Service

Council has established a policy of "Same Day Service" to meet the needs of its customers. It is critical therefore that Council's contractors also embrace this approach when undertaking works on behalf of Council customers.

The Contractor will not be required to directly address customer requests or complaints. Where possible however the Contractor must direct any inquiry to the Council Customer Service Centre.

The Contractor must respond to all written, verbal, phone and electronic enquires, complaints, requests etc. when referred by the Contract Manager.

The Contractor must ensure that all enquires/requests are dealt with in a courteous manner and make every endeavour to resolve any local matter that are the responsibility of the Contractor to the satisfaction of the enquirer.

Any dispute which cannot be resolved by the Contractor must be documented and immediately reported to the Contract Manager for a decision.

Payments for receiving, processing and responding to all maintenance requests which fall within the scope of works must be included in the **Lump Sum** payment.

4.1.2 Same Day Service

The implementation of '**Same Day Service**' is one facet of this commitment

and extends to all Council staff, service providers and contractors.

Same Day Service means different things to different Council Departments. Ideally every request would be attended to and taken care of on the same day. However in reality, most works within NHA cannot usually be implemented immediately, therefore **Same Day Service** is considered to be a response directly to the customer within **48 hours** of receiving a request or complaint.

Where the Contractor is connected to the Council's Customer Request Tracking System (CRTS), **a response to a request/complaint is required directly to the customer within 48 hours** to provide information regarding timing or inspection of works. In the event of weekends or public holidays, this should occur on the next working day. This contact should be recorded within the notes section of the CRTS as the system is regularly audited by Council to ensure that it delivers on its commitment.

Following completion of works, the customer must again be contacted to provide any further relevant information and to notify them that the work has been completed. This contact must also be recorded in the notes section of the CRTS.

4.1.3 Office Arrangements

The Contractor must maintain staffed office facilities for the purpose of communicating with the Council and the Contract Manager on matters relating to the Contract. The office facilities need not be located within the City of Port Phillip. The Contractor's office must be equipped with fixed telephone and facsimile telecommunications services, e-mail and a computer capable of being linked to the Council's electronic communication system.

4.1.4 Response to Council

The Contractor must be contactable by Council twenty - four (24) hours per day, seven (7) days per week.

A contact number must also be made available to relevant Council Officers and other Council contractors as directed by the Contract Manager. Details must also be provided of an alternative contact when the nominated person is unavailable.

4.1.5 Contact with the Community

The Contractor must make available to all public reception points at each office of the Council, information on the service, the telephone number, facsimile number or other contact information of the Contractor.

Details of its contact address and telephone numbers are to be displayed at the Contractor's work sites, on its facilities, vehicles, plant and equipment, at the office counter and other Council publications as directed by the Contract Manager and in compliance with Council's communication plan. Council's Communication Plan can be viewed at

http://www.portphillip.vic.gov.au/communications_roadmaps.htm

4.1.6 Monitoring of Complaints

Evaluation of complaints will include the seriousness of the issue in relation to the quality of the service, the ability to deliver in accordance with the agreed service levels. Evaluation shall also take into account the impact on the Council in terms of potential liability and reputation, the speed of response and the action taken to resolve the complaint.

4.2 QUALITY PLAN

The Contractor must establish and maintain a Quality Plan for the duration of the Contract Term. A draft must be submitted to the Contract Manager within four (4) weeks of the Commencement Date and be implemented within six (6) weeks of the Commencement Date.

The Quality Plan must include:

- a) details of the Contractor's organisation including identification of individuals within the organisation responsible for planning, implementing, controlling, monitoring/reviewing;
- b) experience and level of responsibility of staff and details of plant and equipment to be used in carrying out the Contract;
- c) document control and quality records including details of reports, records and work forms applicable to this Contract and how they are to be kept;
- d) details of all quality checks, procedures and audits to be used or undertaken by the Contractor to ensure the service is provided in accordance with this Contract;
- e) an explanation as to how all time frames will be met by the Contractor and the Contractor's staff;
- f) an Environmental Management Plan; and details of all materials, equipment and vehicles to be used in providing the service.

The Contractor must ensure that the service as performed conforms to this Quality Plan.

The content of the Quality Plan is to be available to and understood by all persons employed.

All documentation produced as part of the Quality Plan must be available for inspection by the Contract Manager.

The Contractor's Quality Plan must be updated and resubmitted to Council on the annual anniversary of the Commencement Date.

4.3 RISK MANAGEMENT PLAN

The Contractor must within four (4) weeks of the Commencement Date, prepare a draft Risk Management Plan ("RMP") for the approval of the Contract Manager. The RMP must cover all Contract related activities and be developed in conjunction with the Contract Manager.

The RMP must address the risk management process as specified in ISO 31000:2009 Risk Management and Guidelines.

The RMP must include:

Policy: A documented policy for risk management; including the Contractor's objectives for, and its commitment to, risk management.

Management Representative: Provision for the nomination of a person who shall have defined authority and responsibility for ensuring:

- a) a risk management system is established, implemented and maintained in accordance with the ISO 31000:2009 Risk Management and Guidelines;
- b) the performance of the risk management system is reported to the Contract Manager; and
- c) the timely reporting of losses and occurrences, inclusive of costs and corrective actions.

Responsibility and Authority: Details of any delegated risk associated responsibilities and authorities.

Resources: Details of any resources to be committed to risk management activities.

Management Review: Details of proposed mechanisms to enable the ongoing review and update of risk management policy and procedures.

The RMP must be fully operational within six (6) weeks of the Commencement Date.

Failure to implement the approved RMP within the required time frame or submission of subsequent reports will be considered a breach of contract.

4.4 OCCUPATIONAL HEALTH AND SAFETY

The Contractor must within four (4) weeks of the Commencement Date submit to the Contract Manager a draft, contract specific health and safety plan for the approval of the Contract Manager.

The draft health and safety plan must have the format and content required by the Contract Manager. A health and safety plan incorporating any alterations or modifications required by the Contract Manager is to be finalised and approved by the Contract Manager within two (2) months of the Commencement Date. The health and safety plan must be implemented by the Contractor on an on-going basis for the duration of the Contract term. The Contractor's performance of its obligations under the health and safety plan must be reviewed by the Contractor and the Contract Manager on a monthly basis, or more often as necessary.

4.5 ACTS AND REGULATIONS

The Contractor must carry out the Services to the complete satisfaction of Council and in accordance with all Acts, Regulations, Awards, Licences and Local Laws, Standards and Codes of Practice applicable to these services and as amended and/or updated from time to time.

4.6 NOISE OF OPERATION

The Contractor must conduct all Contract works in residential areas, or in areas adjacent to and adversely affecting residential areas, between 7.00am and 6.00pm Monday to Saturday and 9.00 am to 6.00 pm Sunday and Public Holidays, unless otherwise specifically required. This does not apply to works necessitated by an emergency, or when the Contractor is specifically directed otherwise by the Contract Manager.

The Contractor must ensure that all noise emissions from the Contractor's vehicles, plant and equipment during operations are within the legislative and regulatory requirements. Noise suppression devices must be fitted and maintained according to the manufacturer's specifications. Internal combustion engines must be fitted with a suitable muffler in good repair. Manual operations are not to be conducted at any times so as to cause a nuisance through excessive noise to the local community. The noise from the Contractor's operations is to comply with the intent of the document issued by the Environment Protection Authority - "Noise Control Guidelines TG302/92" and any subsequent amendments to the document.

4.7 COUNCIL RECORDS AND ACTIVITY REPORTS

Refer to Clause 2.13 of the Service General Conditions relating to Maintenance and Access to Council Information.

4.8 CUSTOMER SATISFACTION SURVEYS

The Council measures community satisfaction through a variety of techniques, including but not limited to surveys and other forms of data collection, for use as methods of measurement of service effectiveness and Contractor performance. Service specific research will be conducted at yearly intervals in November and the survey results will be an important indicator to Council of Contract performance.

The survey results will also enable the relevancy of service standards to be tested and may provide a basis for refinement of these standards as the contract proceeds. Community satisfaction covers all aspects of service delivery and will be measured against community expectations and perception of the services provided.

The Contractor's familiarity with and involvement in the nature of the surveys will be encouraged. The Contractor must address the areas of Contract performance that are shown to be unsatisfactory in view of the research results, and in discussion with the Contract Manager to set targets in future research results that will achieve continuous improvement in service delivery.

4.9 SERVICE IMAGE

The Contractor must ensure that all persons employed behave in a manner that is always courteous and helpful to all persons encountered in the Contract area.

All persons employed that are seen by or may have personal contact with members of the community are to wear a uniform that is neat and presentable, and that clearly identifies the person as being associated with the Contract works. Where practical, this uniform is to be common throughout all service components, and is to make due allowance for the requirement of safety apparel. All persons employed that deal directly in person with members of the community are to wear a clearly visible form of personal identification.

Where persons engaged in the Contract works generate complaints about their

manner, behaviour or appearance, the Contract Manager may after a reasonable consideration of the facts, direct the Contractor to relocate the person within or remove the person from the Contract Works, and the Contractor must comply.

The Contractor must conduct the Contract Works in a manner, approved in advance by the Contract Manager that generates a high profile for the service in the community. The Contractor is encouraged to devise and implement ways to make the community aware of the service and the results of the Contract works.

All of the Contractor's plant must be clean, in good order and condition, and fit for the purpose for which it is used. The Contractor's plant which is fully dedicated to the service is to be painted and marked in a manner approved by the Contract Manager that shows the corporate colours and insignia of the Council together with the name of the Contractor.

All of the Contractor's plant must clearly display and invite use of the telephone number of the point of contact for the service.

The Contractor and all persons employed must not provide any information or comment to the media in relation to any aspect of the Contract works.

If the Contractor damages a person's property while carrying out the services, the Contractor must:

- a) report the damage immediately to the Contract Manager;
- b) advise the owner of the property; and
- c) repair the damage at the Contractor's expense to the owner's satisfaction within 24 hours, or by such later time as may be agreed to by the owner whose property has been damaged.

When access to any property is required, the Contractor must always attempt to obtain approval from the occupier for access. Entry must not be demanded or assumed.

If the occupier is in residence, the Contractor's employees must clearly identify themselves by:

- a) name;
- b) Contractor's name; and
- c) purpose for access and the expected duration of the access.

If access is refused, the Contractor must not dispute with the occupier of the property but must refer the matter to the Contract Manager for resolution.

4.10 CONTRACTOR'S STAFF AND SUBCONTRACTORS

The Contractor remains fully responsible for the Contract and the Contract Manager will only deal with the Contractor in relation to this Contract.

The Contractor must ensure that all proposed subcontractors have the necessary qualifications, experiences, and resources to deliver the specified services at the

applicable standards and have Quality and OH&S systems compatible with those of the Contractor. The Contractor, Contractor's staff and subcontractors must at all times represent the Council in a proper manner. All contact with the public must be courteous and co-operative.

The Contractor shall allow in the tender for the attendance and involvement of himself, all Contract staff and key subcontractors in a Council sponsored staff induction program to be conducted for all persons involved in Contract activities prior to their commencement on site.

4.11 PLANT AND EQUIPMENT

4.11.1 Operational Plant

The Contractor is responsible for the supply, operation, maintenance and storage of all plant and equipment required for the performance of the services.

All plant and equipment operated by the Contractor and/or subcontractors must be maintained in a proper manner in accordance with the manufacturers' specifications, and other legal requirements guidelines etc. The Contractor must keep and make available for inspection purposes detailed records of all machinery, plant and equipment used and their maintenance history.

All plant, equipment and other items required to be stored at a work site must be located so as to minimise impact on the location and not be a hazard to the public. Stockpiled material must be stored in an environmentally responsible manner and prevented from entering the stormwater drainage system.

4.11.2 Vehicle Parking

Car parking of private vehicles in Council parks and open space areas is permissible only within areas designated for public parking.

The Contractor must

- a) not allow the parking of privately owned vehicles within parks and open space or depots. Only Council vehicles, vehicles issued with a permit by the Council and those vehicles owned or leased by the Contractor or subcontractors to the Contract and directly engaged in the provision of the services may be parked in parks and open space areas and within depots;
- b) make arrangements with the Contract Manager for the parking of vehicles in areas where parking is restricted in some way. Council is not obliged to agree to any arrangements proposed; and
- c) avoid if at all possible driving on turf areas. If driving on turf is unavoidable then access routes must be rotated to minimise turf wear. Driving on grass during frost conditions must be avoided. The Contractor must make good all turf areas damaged by operations. Where possible the Contractor is to avoid driving or parking under Trees. This will cause compaction to the root system and place the Tree under stress.

4.12 TRANSITIONAL ARRANGEMENTS

The Contractor must ensure that there is no disruption to service users at the time of commencement of the contract and must provide a transitional plan which outlines the steps which will be taken to achieve a smooth transition. The plan will address tasks between contract award and the Commencement Date, time required after award to complete preparations required, milestone schedule for tasks planned in the initial operating phase, transition management/supervisory personnel and liaison details including staffing arrangements.

4.13 ENVIRONMENTAL MANAGEMENT

The Contractor must include in its Quality System a system element covering environmental management. The Contractor must incorporate into its Quality Plan for this Contract an element to manage the environmental effects of the work. This element must consist of an Environmental Management Plan that considers, but is not necessarily confined to, air pollution, water pollution, noise, waste, soil contamination, sediment control and the preservation of habitat and identified historic and archaeological sites.

The Contractor must be fully conversant and committed to the latest techniques that are available aimed at minimising the impact of all activities (i.e. chemical usage in the control of weeds) on the environment.

The costs of compliance with these requirements shall be deemed to be included in the **Lump Sum**.

The Contractor must:

- a) be fully conversant and committed to Council's Sustainable Environment Strategy and Climate Change Towards Zero Policy (refer Appendix 7) and be aware that it is to comply with the principles and certain requirements of these documents as directed by the Contract Manager, including any amendments to such documents;
- b) measure and report on its carbon emissions relevant to the Contract Works;
- c) must maintain and keep updated a dangerous goods register and licence compliant to the Dangerous Goods Storage & Handling Code of Practice 2000;
- d) ensure it has have Environmental Authorisation for the safe handling, storage and use of Australian veterinary chemicals under the *Environment Protection Act 1970*;
- e) must maintain and keep updated a current Material Safety Data Sheet (MSDS) register; and
- f) be fully conversant with Council's 'Greening Port Phillip' Strategy (refer Appendix 7) and be aware that it is to comply with the principles and certain requirements of this Strategy as directed by the Contract Manager.

The Council is committed to ensuring the sustainability of Council purchasing for its operations and services, to achieve and maintain a 70% reduction in the use of unsustainable products by 2020 (based on 2007 levels). The Contractor must be fully conversant and committed to Council's 'Green Purchasing' and provide

requested relevant information to the Contract Manager as part of the monthly reporting requirements.

4.14 HOURS OF OPERATION

The programs of works submitted by the Contractor and approved by the Contract Manager shall have regard to the various time constraints listed in this Specification. The Contract works are to be scheduled and conducted at times where the inconvenience and loss of amenity to residents and the public is minimised. All reasonable requests by residents, traders or the public to minimise adverse service impacts are to be considered and accommodated by the Contractor where this is possible without adversely affecting the delivery of the services.

4.15 QUALIFICATIONS AND SKILLS

The Contractor must provide adequate numbers of sufficiently trained and experienced professional, administrative and operational staff "Persons Employed" to perform the service in accordance with the Contract. All operators must be competent and possess the required statutory authorisation for the plant and equipment they are operating.

"Persons Employed" working under this Contract must have current and valid trade certificates/licences and be able to prove a high degree of skills and experience in carrying out all the specified works under this Contract.

The "Contractor's Representative" must have appropriate qualifications with preference given to a person with minimum of 5 years experience in both horticulture and indigenous vegetation management in particular and capable of managing natural heritage area services of a similar size and responding to all day to day issues that arise.

Without limiting the Contractor's obligations under this Clause the Contractor must:

- a) engage throughout the Contract term, unless the Contract Manager approves otherwise, at least the number of employed staff listed in the approved Staff Schedule;
- b) maintain a staff schedule of the Contractor's employed staff, including qualifications, where applicable, to be made available to the Contract Manager on request;
- c) ensure that, notwithstanding any changes in the Contractor's employed staff, it engages throughout the Contract term, employed staff with at least levels of qualifications and experience listed in the staff schedule;
- d) update and amend the Contractor's staff schedule in the event that the Contractor employs any additional staff or any staff are no longer employed by the Contractor;
- e) ensure that all of the Contractor's employed staff are well trained and capable of providing a high quality, courteous, informed and accurate service to Council staff and the community; and
- f) ensure staff engaged in using pesticides or herbicides must be qualified in Chemcert II as a minimum.

4.16 STANDARDS

All materials, processes and services not otherwise specified herein must be in accordance with the current relevant specification or codes of the standards Association of Australia. Where there is no relevant Australian Standard the British Standard specification shall apply.

Any apparent silence of this Specification regarding any detail or any apparent omission of any detailed description or any material or process shall be inferred to mean that only the best generally accepted practice is intended and that only materials and workmanship of the best quality procurable shall be employed in the works.

5 SPECIFIC PROVISIONS AND REQUIREMENTS

5.1 MANAGEMENT

5.1.1 Management Objectives

The Contractor must manage NHA in accordance with the following objectives:

a) Resource Management

The maintenance, protection and enhancement of NHA.

b) Community involvement

Promote and facilitate community support and involvement in the management of the Council's NHA through the co-ordination of community activities.

Provide information and education to the community on the value of indigenous flora and fauna.

Many NHA have recreational, cultural and educational values and uses as well as nature conservation values. The Contractor must report any apparent conflicting use and consult the Contract Manager for direction where conflicting use creates management problems or uncertainty.

5.1.2 Natural Heritage Assessment

A heritage assessment of natural habitat areas within the City of Port Philip was completed in June 2003 by Biosis Research Pty Ltd. (A copy of the Report is available for viewing at Council Offices).

The major objectives of the study were to:

- a) assess the flora, fauna and habitat values of designated sites within the municipality (Stage 1);
- b) liaise with interested community groups, to ensure that relevant issues are identified and addressed (Stage 2); and
- c) determine the conservation significance of each site and rank the sites according to their natural heritage values (Stage 3).

The report therefore provides an assessment and ranking of the natural heritage sites according to criteria set out in the Australian Natural Heritage Charter.

The report is to be used by the Contractor to assist in prioritising the development of maintenance activities, management plans, the preparation of the program of works and the preparation of Community Planting Day activities.

5.1.3 Initial Condition Inspection

To be able to fully undertake this Contract, the Contractor will need to develop a full appreciation of:

- a) the condition of the NHA included in this Contract;
- b) the works necessary to maintain and ensure the ongoing enhancement the NHA;
- c) Council policies, standards and objectives in relation to NHA; and
- d) public expectation and utilisation of NHA.

Within 6 weeks of the date of Commencement Date, an inspection of NHA sites must be carried out by the Contractor and a report of all Assets and sites not within service standards submitted to the Contract Manager.

The purpose of the inspection is:

- a) to obtain an understanding of the “as found” state of NHA at the Commencement Date;
- b) to identify any Assets that are outside the service standards and the quantity of work required to bring Assets within the required standard in the first three (3) months of the Contract;
- c) to develop the initial work priorities for the service; and
- d) enable the Contractor to become fully conversant with work standards and contractual arrangements prior to the implementation of the monthly performance audit procedure.

All necessary works associated with undertaking the Initial Condition Inspection and subsequent Conditions Surveys and works to bring Assets within standards in the initial three (3) months will be treated as part of the works to be performed under the **Lump Sum**.

5.1.4 Inspections

The Contractor must regularly inspect NHA to ensure the protection of indigenous flora and fauna, their communities and habitats and to carry out essential works required to maintain and enhance the environment.

This will involve conducting systematic and regular inspection of the different features of the service areas (generally at time maintenance works being carried out) and to rectify immediately, or to identify, record and program those features outside the specified intervention levels (Defects) that need correction to keep the service areas maintained in accordance with the appropriate designated condition standard. In addition to regular monitoring the Contractor must carry out inspections to record the condition of the Assets in accordance with the minimum guidelines in *Table 1*.

ASSET	MINIMUM INSPECTION CYCLE
Access ways and drainage	6 monthly
Park structures	6 monthly

Table 1

5.1.5 Response Time

The Contractor must respond to any requirement to make safe, repair or rectify any condition it is required to attend to in accordance with the response times below or specified in *Table 2*.

The Contractor may be advised of a requirement, by advice or complaint from a member of the public, by notice from the Contract Manager or by its own inspections or observations.

RESPONSE	DESCRIPTION	RESPONSE TIME
EMERGENCY	The condition has caused or the potential to immediately cause injury to person or property	1 hour
URGENT	If the condition is not attended to within the specified period it will have the potential to cause injury to persons or property	24 hours
COMPLAINTS	Issues relating to staff conduct, or poor performance or safety standards	48 hours
REQUEST FOR MAINTENANCE	Routine maintenance not considered 'Emergency' or 'Urgent'	10 Days

Table 2

In conjunction with the above, the Contractor must provide 'Same Day Service' in the form of a response to the requestor within 48 hours to advise of scheduled works. **(See Clause 4.1.2)**

5.1.6 Scheduling and Planning Of Works

5.1.6.1 Commencement

The Contractor must within four (4) weeks of the Commencement Date, in consultation with the Contract Manager, submit a proposed program of

works showing:

- a) the general program of activities to be performed over the first year of the Contract. This shall include a calendar of community participation events (dates / locations of Community Planting Days) develop in consultation with Community Groups;
- b) detailed program of works for the first three months from the Commencement Date;
- c) the names, experience and qualifications of the personnel that will be employed;
- d) details of plant and equipment to be used;
- e) arrangements for providing Customer Services; and
- f) arrangements for inspections.

The program of works for all work components must clearly demonstrate that the scheduled workloads will ensure that performance meets the standards and frequencies specified. The program of works may be in the form of plans or other graphical data and must show the intended work for each working day.

Any changes to the annual program must form part of the monthly report.

The Contractor's obligation to implement the program of works does not relieve the Contractor from any other obligation under this Contract.

The program of works will be the basis of regular notifications to the community on NHA.

The Contractor will be provided with a schedule of events that are held over the year at various locations throughout the municipality. The Contractor must take into consideration these events when programming work activities, Community Days etc.

5.1.6.2 Monthly

As part of the Monthly Report the Contractor must present to the Contract Manager the program of works showing what will be achieved during the following month and must include:

- a) nature of works;
- b) inspections to be carried out;
- c) areas where the services are to be undertaken;
- d) the dates during which the works are to be undertaken or completed;
- e) details of Community Day activities; and
- f) general allocation of resources.

The Contractor must advise the Contract Manager of any significant changes to the program of works proposed.

5.1.7 Management System

The Contractor must operate a computerised record management system for the recording of the services performed. These records are to be up to date, accurate, readily accessible and available to the Contract Manager upon request. The Contractor must record, but not be limited to, the following information:

- a) dates inspections carried out and details of inspections;
- b) dates work performed and precise location of works;
- c) commencement and finishing times for each work unit;
- d) nature of work performed;
- e) names of staff utilised to complete each work unit;
- f) details and costs of materials used; and
- g) details of vehicles, plant and equipment used including fuel consumption.

The data collected shall be used by the Contractor for the following:

- a) developing asset condition ratings;
- b) developing work priorities and program of works;
- c) generating work progress reports, works completed comparisons and other monthly reports;
- d) providing monthly work quantities and unit costs;
- e) invoicing and payments;
- f) providing information relating to insurance matters and third party damage reports;
- g) updating Council asset registers and Asset Management Systems;
- h) reporting on annual workloads, costs and trends;
- i) establishing future workloads; and
- j) managing complaints and inquires effectively.

These records will form the basis of a **monthly report** by the Contractor which will be reviewed by the Contract Manager in an exchange of information on issues, progress and the performance of the services at the end of each month or as determined by the Contract Manager.

The Contractor must at any time be able to provide the Contract Manager with details of the services it has provided or is currently providing on that day.

5.1.8 Reporting / Review

The Contractor must to report as a minimum:

5.1.8.1 Monthly Reports

The **monthly reports** must include:

- a) Program of works:
 - i. nature of works, location of works, proposed commencement and finishing dates, resources allocated to the works;
 - ii. community days;
- b) Monthly Reports required under Section 5.2 Monitoring, Recording and Reporting;
- c) Works progress report:
 - i. A comparison between the actual work completed / not completed against the program of work (% completed on time);
 - ii. the nature of any uncompleted works and proposed resolution;
 - iii. any amendments to the timing of programmed works.
- d) Works Completed Report:
 - i. Actual quantities of work for each activity carried out under Lump Sum;
 - ii. actual quantities of any other work;
 - iii. community day reports.
- e) Asset report - changes to NHA Assets quantities. i.e. new / deleted / changed Assets;
- f) Occupational, Health and Safety report:
- g) details of incidents and accidents involving staff, sub contractors members of the public, damage to property, personal injury and action taken re-occurrence;
- h) staff training / changes to practices etc;
- i) details of usage of chemicals and staff involved in pest and weed control activities.
- j) Industrial Relations report -industrial relation issues including work bans, strikes, etc.
- k) Customer Service report:
 - i. Detailed summary of all internal and external enquiries, requests and complaints received for the month prior and year to date:
 - ii. date and nature;
 - iii. actions taken;
 - iv. number of requests resolved and resolution times;

- v. number of days requests outstanding;
- vi. number and nature of requests actioned or not actioned to date with brief explanation;
- vii. dates of correspondence (facsimile or letter) received and responses.

5.1.8.2 Monthly Meeting

The Contractor must attend a regular monthly meeting with the Contract Manager to review all monthly reports and programs. The meeting will be held no later than 7 days from the beginning of each month.

The meeting agenda shall include the following reports:

- a) monthly performance audit;
- b) occupational, health and safety report;
- c) monthly statement;
- d) program of works;
- e) works progress report;
- f) Customer Service report;
- g) any other items raised by the Contract Manager or Contractor
 - Quality and Environmental Plan;
 - changes to personnel, plant and equipment;
 - changes to site or weather conditions affecting performance of the service;
 - proposed changes to subcontractors; and
 - general performance.

The Contractor should allow an average of 2 hours per monthly meeting plus preparation time.

5.1.8.3 Annual Report/Review

On an annual basis the Contract Manager in conjunction with the Contractor shall review the overall performance of the Contractor and expected outcomes for the following year.

The annual review shall cover:

- a) review of the annual Contract Performance Audit report;
- b) report on Contract costs against budget;
- c) report on any major deficiencies (i.e. change in customer expectations) or changes in the Contract or service delivery;

- d) review of priorities;
- e) changes to organisational structure;
- f) new initiatives or innovations;
- g) identified capital improvement proposals;
- h) changes in Assets quantities and workload indicators;
- i) Quality and Environmental Plan;
- j) community survey results; and
- k) any other matter raised by the Contractor or Contract Manager.

The Contractor should allow up to one (1) working day for the annual review plus preparation time.

The annual review will be a crucial key performance indicator prior to offering extensions under the terms and conditions of the Contract.

5.1.8.4 Annual Review with Community

On an annual basis the Contractor must meet with the Community Groups to review the results of the previous year and expected outcomes for the following year.

The annual review shall cover:

- a) success rates of community planting and program for following year.

5.1.9 Notifications to the Community

The Contractor must keep the City of Port Phillip community well informed about the maintenance operations under this Contract.

At the Commencement Date, the Contractor must provide the community with details of the Company and details of the services to be provided.

The notifications must be developed in consultation with the Contract Manager and Charter parties (Earthcare and Friends of Port Melbourne Foreshore).

COMMUNITY NOTIFICATION REQUIREMENTS		
Notification Type	Timing	Method - Detail
A high quality of production brochure covering details of the nature and timing of the Services. Up to two A4 pages.	Within twelve (12) weeks of the Commencement Date.	To be continually available and current for handout from Town Halls, Libraries etc (Contractor responsible for initial 2000 copies).
A press release and advertisement in local media	Within four (4) weeks of the Commencement Date.	

Table 3

5.1.10 Asset Management

The Council is currently operating and developing a comprehensive computer P.C. based Asset Management System (**Hansen**) to assist in managing all of Council's park Assets and activities.

In addition Council also operates and records Park information on a **Geographic Information System** currently (**Dehko**).

The Contractor must submit details on asset quality, quantities and other relevant asset information as part of its reporting procedures to maintain these databases.

The information provided must be in a form approved by the Contract Manager to ensure data is able to be down loaded or recorded in the most efficient manner.

It will be critical therefore to ensure that any software used by the Contractor is based on industry standard Relational Base Management systems. Any software used must be compatible with Council's existing hardware and network infrastructure.

All data collected and recorded and programs and reports generated that are related to the NHA Assets shall become the property of Council. The Contractor must forward all data requested by Council in an approved format prior to the Contract completion date.

The Contractor must not use data that is the property of Council for any purpose other than the delivery of the service without the written consent of the Contract Manager

In providing the asset management services, the Contractor must achieve the following objectives, namely:

- a) ensuring up to date and accurate information on all the Assets within this contract are provided to Council; and
- b) providing information that is comprehensive in a user friendly format.

5.1.11 Promotional Activities

The Contractor must assist and support Council in the promotion of its NHA.

In additions to the Contractor's responsibilities set out in **Section 5.6 Community Participation, Support and Education** the Contractor must:

- a) respond to all customer requests;
- b) supplying information to students to assist with school assignments;
- c) set up and staff stalls at designated Cultural Festivals and Special Events to promote the Councils NHA; and
- d) work with Charter Parties (and other community groups to develop interesting/innovative educational and promotional activities, such as letter boxing, talks, educational working bees and the like.

5.1.12 Traffic Control and Road Safety

The Contractor must, during the carrying out of the services on, or impacting on roadways, control traffic on such roadways in the vicinity of work sites for the purpose of road safety.

The Contractor must provide road signs, safety cones and lighting at work sites in accordance with Vic Roads Roadworks Signing Code of Practice, AS1742 - Manual of Uniform Traffic Control and AS1743 - Road Signs.

The Contractor's equipment and motor vehicles must be fitted with visible amber flashing beacons which must be lit and flashing at all times the equipment or motor vehicles are operating on public roadways.

5.1.13 Waste Disposal

All rubbish, debris and other waste materials obtained by the Contractor, either as a requirement of the Contract or as incidental to any Activity of the Contractor in carrying out the Services must be transported to and deposited at an approved site.

The Contractor must pay all costs including tipping fees associated with depositing waste materials collected by the Contractor in providing the services. All costs associated with disposal of waste must be included within the Lump Sum.

The Contractor must keep records of the mass of waste materials collected as part of this Contract. The Contractor must provide the Contract Manager with a summary of the monthly records.

The Contractor may dispose of waste materials which are capable of being recycled, at the premises of collectors of recyclable materials, and retain the benefit of any associated financial transactions.

All costs associated with disposal of waste must be included within the **Lump Sum**.

5.2 MONITORING, RECORDING & REPORTING

5.2.1 Scope of Service

The Contractor is responsible for the monitoring, recording and reporting on all activities related to the conduct of the service.

The monitoring, recording and reporting shall involve but shall not be limited to the following tasks:

- a) weed control works;
- b) indigenous species revegetation;
- c) community support activities;
- d) other works activities;
- e) threatening process; and

f) significant changes and trends.

Payment for monitoring, recording and reporting as specified shall be paid for at the tendered **Lump Sum**.

5.2.2 Recording Requirements

The Contractor must keep and maintain a comprehensive system of records for all activities related to the conduct of the service as required by the Contract Manager. (**Refer Clause 5.1.7 Management System**)

The Contractor must forward to the Contract Manager a copy of any records when requested to do so, and will permit the Council and any person nominated by the Council, to inspect records in relation to the services at all reasonable times.

The detailed format of records to be kept and reports submitted shall be agreed with the Contractor at the Commencement Date. Council reserves the right to change the format of record keeping as it deems appropriate. The minimum level of information required in each report described below (**Clause 5.2.3 Monitoring and Reports**)

5.2.3 Monitoring and Reports

The Contractor must undertake appropriate monitoring and recording in each NHA and report the findings of the following to Council at the specified timing.

5.2.3.1 Weed Control Works

The Contractor must record and report on all weed control works.

Frequency of Reporting: Monthly.

Information Required:

- a) month of report;
- b) location (identify area within service area);
- c) main target species; and
- d) treatment method / area treated.

5.2.3.2 Indigenous Species Revegetation

The Contractor must record and report details of all revegetation works carried out.

Frequency of reporting: Monthly.

Information required:

- a) date (s) work carried out;
- b) location (s) within service area;
- c) species planted / number planted (by community / by staff);
- d) source of plants; and
- e) survival rate (previously planted areas).

5.2.3.3 Community Support Activities

The Contractor must record and report on attendance at all community meetings, consultations, training and support provided for community activities. Support is to include but not be limited to the supply of materials (materials at Council cost), supervision, direction, site preparation assistance and promotion.

Frequency of reporting: Monthly.

Information required for each Community Support Activity:

- a) date support provided;
- b) name of group supported;
- c) contact name / telephone number of group representative;
- d) description of support provided;
- e) number of support hours provided; and
- f) number of Community members involved.

Information required for each Community Planting Day:

- a) location (identify area within service area);
- b) revegetation - species planted / number planted; and
- c) weeding - main target species / treatment method / area treated.

The details of Community Planting days must be provided on the Standard Report Form provided by the Contract Manager.

5.2.3.4 Other Works Activities

The Contractor must record and report on the nature and extent of all other works activities undertaken in NHA, including but not limited to erosion control works and fauna management works.

Frequency of reporting: Monthly

Information required:

- a) date (s) work carried out;
- b) location;
- c) reasons for work; and
- d) details of work carried out (incl. quantities).

5.2.3.5 Threatening Process

The Contractor must record and report any circumstances identified as likely to threaten the biological diversity of the NHA. This will include but not limited to, weed and/or nutrient invasion from adjoining land, threatening adjacent land uses and physical disturbances

Frequency of reporting: As observed (within 7 days).

Information required:

- a) observer;
- b) date / location;
- c) description (including possible causes and the threat it poses);
and
- d) any recommended actions.

5.2.3.6 Significant Changes and Trends

The Contractor must monitor, record and report to Council any significant changes and trends in the distribution of indigenous plant species and environmental weed species in each NHA.

Frequency of reporting: As observed (within 7 days).

Information required:

- a) location;
- b) description (rate and extent of changes); and
- c) any recommended actions.

5.2.3.7 Existing Council Records

Council will provide the Contractor with copies of any relevant registers and records it has shortly after the Commencement Date.

5.2.3.8 Ownership of Records

Information provided by the Council shall remain the property of the Council and is to be returned on request or expiry of the contract. All information collected by the Contractor and records and reports produced shall become the property of Council and must be provided to Council at the expiry of the contract.

5.3 WEED MANAGEMENT

5.3.1 Scope of Service

The Contractor is responsible for the management and eradication of weeds in NHA in accordance with this section and any details set out in **Appendix 2 - Service Area Details**.

The Contractor must:

- a) investigate, trial as necessary and recommend the most appropriate weed eradication methods;
- b) monitor the extent of weeds existing or generated on each site and make recommendations on future weed management programs;
- c) carry out weed control activities in accordance with the approved program of works.

Beds or sites must be 95% free of weeds.

Payment for Weed Management as specified shall be paid for at the tendered **Lump Sum**.

5.3.2 Weed Management Standards

Weed control activities must be consistent with current best practice and the method and timing of activities must be appropriate to the target species or group of species. Weed control activities must be conducted in a manner that does not detrimentally affect indigenous vegetation.

Only staff with Chemcert II accreditation are permitted to spray chemicals within NHA.

5.3.3 Herbicides

The Contractor must supply and use agricultural chemicals strictly in accordance with Council's approved lists and in accordance with the manufacturer's recommendations and when not in use must be stored in an approved storage facility which conforms to all current Australian Standards.

- a) only those chemicals approved in writing by the Contract Manager shall be applied;
- b) the Contract Manager may at any time direct that chemicals not be applied in certain locations; and
- c) manufacturer's recommendations must be followed.

Appendix 7 provides details on the use of Herbicides in the City of Port Phillip.

5.3.4 Alternative Weed Management Treatments

In applying current best practice, contractors are expected to investigate alternative methods of weed control to herbicide spraying. Where alternative methods are considered appropriate, the Contractor must make recommendations to the Contract Manager on alternative treatments. Where there would be additional costs in applying these alternatives they should be included in the recommendation.

5.4 PESTS & DISEASES MANAGEMENT

5.4.1 Scope of Service

The Contractor is responsible for the effective management, control and where possible eradication of pests and diseases occurring in NHA. Any outbreak must be reported immediately to the Contract Manager and approval must be obtained prior to the use of any chemical. Chemical must be as per the manufacturer's specifications on the label.

Payment for pest and disease control treatments as specified shall be paid for as part of the tendered **Lump Sum**.

5.5 INDIGENOUS PLANT REVEGETATION

5.5.1 Scope of Service

The Contractor is responsible for the revegetation of Indigenous Plant

species within the NHA.

Indigenous plant revegetation provides for the reinstatement and enhancement planting of a minimum of **25,000 indigenous plants** overall to be planted each year.

The planting season is generally between April and August each year with tube stock provided by Council.

Plantings must be carried out in accordance to planting plans developed by the Contractor in conjunction with Council and Community Groups.

Payment for planting Indigenous Plant Revegetation as specified shall be paid for as part of the tendered **Lump Sum**.

5.5.2 Indigenous Plant Supply

The Contractor must collect planting stock from a designated supplier and store plants prior to community planting days.

5.5.3 Planting

The Contractor must ensure all planting carried out is consistent with current best practice. As a significant proportion of the annual revegetation planting will be carried out on community planting days this will require the Contractor to provide adequate instruction to community day volunteers on planting techniques.

It is important that plants are removed from their containers before planting, watered and well bedded in. Water crystals shall be used in planting activities to manufacturer's specifications.

The Contractor is responsible for the establishment and ongoing survival of all tubes planted which may include extra watering requirements.

The Contractor must advise the Contract Manager where plants may, or are being threatened by adverse seasonal conditions.

5.5.4 Survival Rates

The Contractor must ensure a survival rate of 75% for each area planted out for the first twelve months from the date of planting.

The Contractor must measure the survival rate of each new planting area on a monthly basis for the first six months and at the end of the first twelve months.

The Contractor must, at its expense, carry out additional replacement planting to ensure a minimum 75% survival rate of the original planting numbers are maintained over the first twelve months.

5.5.5 Mulching

Mulching must be carried out in accordance with site requirements (refer **Appendix 2 - Service Area Details**).

Unless otherwise specified vegetation in high priority sites shall generally be

mulched to a level of 75 to 100mm around newly planted areas for the first 3 years.

5.5.5.1 Mulch material

Mulch, compost and manure must be well composted, free from phytotoxins, pathogens and plant material that can regenerate, and comply with horticultural industry standards.

The Contractor shall source mulch from Council stockpiles located at the Council's depot. The Contract Manager will advise the Contractor of where mulch can be sourced at any particular time.

It is envisaged that an adequate supply of mulch will be available at all times. Should however, Council not be able to provide suitable mulch at any time the Contractor must liaise with the Contract Manager to source an alternative supply of mulch. The Contractor shall be paid under the provisional sum allowance for supplying any material where the cost and source has been approved by the Contract Manager.

5.5.6 Pruning

Vegetation must be pruned periodically. Pruning must be designed to achieve natural form, maximise habitat value and to ensure public safety. The Contractor must prune scrambling or climbing vegetation periodically to ensure they do not encroach or smother other native vegetation.

Tussock grasses must be pruned annually to reduce height to generally one third.

The Contractor shall be responsible for limiting unwanted vegetation encroachment within or from the NHAs. This includes maintaining safe clearances to two (2) metres in height from pedestrian and bicycle paths and signs remain visible.

Other than to achieve pathway clearance to two (2) metres in height, the Contractor must not prune any **Trees** located within NHA. The Contractor must report to the Contract Manager any pruning of Trees considered necessary. The Contractor must assume that a Tree is considered to be more than three (3) metres in height.

All green debris must be removed from the site unless otherwise directed by the Contract Manager. The Contract Manager may request from time to time that fallen Trees, branches etc remain on site to encourage habitat.

5.5.7 Paths

Public pedestrian access ways that are bounded by fencing must be maintained so that vegetation does not interfere with pedestrian movement (refer Table A). The Contractor must report all Defects within hard standing areas to the Contract Manager. The Contractor must ensure granitic sand or gravel pathways are topped up and maintained to keep a smooth surface without potholes or crevices in conjunction with **Clause 5.7 Accessways**.

5.5.8 Car Parks

Public car parks that abut NHA must be maintained so that vegetation does

not interfere with vehicles (refer Clause 9 – **Activity Schedule**).

5.6 COMMUNITY PARTICIPATION AND SUPPORT

5.6.1 Scope of Service

Port Phillip has an active community volunteer network that provides a highly valued contribution to the management of Port Phillip's NHA. The Contractor must develop a good working relationship with volunteer community workers and to encourage their continued and further involvement.

The Contractor must liaise with, and provide support to, community organisations, including "Friends Groups" to facilitate community participation in NHA management. This will include but not be limited to:

- a) attending community meetings as requested;
- b) providing specialist advice as requested;
- c) providing appropriate training in field activities; and
- d) support of community planting days.

Payment providing community participation, support and education shall be paid for at the tendered Lump Sum.

5.6.2 Meetings / Activities

The Contractor must arrange for the appropriate representatives of the Contractor to attend:

- a) community planting days;
- b) meetings with community groups;
- c) strategic planning committees;
- d) public consultations, liaison and briefing meetings as directed by the Contract Manager; and
- e) special event days.

5.6.3 Community Groups

The Contractor must liaise with Council-recognised groups (refer **Appendix 3**) whose regular activities are primarily focussed on one or more of Port Phillip's NHA.

The Contractor must develop agreed annual programs of support for these groups, for approval by Council. These programs must be based upon the agreed type and level of support negotiated with Council (refer **Appendix 3**) and shall form part of the approved annual works programs.

The Contractor must be available to provide advice to students, community groups and individuals related to NHA upon request.

The Contractor must also coordinate and supervise relevant activities such as planting and weeding through the support of community planting days.

The location and dates and the detail of activities to be carried out on community planting days shall be agreed to prior to the beginning of each year in consultation with the Contractor, Community Groups and the Contract Manager.

Community planting days generally occur on weekends whilst community meetings may be arranged for weekends or evenings.

The Contractor must monitor, record and report to the Contract Manager on a monthly basis all attendances at community meetings, consultations, training and support provided for community activities. This information is to be provided as part of the monthly report.

The Contractor must liaise closely with the community groups in the preparation of the Reports required under this Contract. The Contractor shall encourage the community groups to assist in the monitoring and reporting required to be carried out under this contract (**refer Clause 5.2 MONITORING, RECORDING & REPORTING**) particularly in the measuring of planting success rates and the changes in flora and fauna species.

5.6.4 Community Planting Days

A major Activity of the community groups is the community planting day. The Contractor must provide support and facilitate community field activities.

For each community planting day the Contractor must:

- a) prepare a Program of Works (plant type/numbers / weeding areas etc) in conjunction with relevant community groups for approval by the Contract Manager (at least one month prior to planting day);
- b) liaise with the relevant community group in the preparation and organisation of activities;
- c) collect, store and deliver the plants and materials required;
- d) provide the necessary tools, equipment and other materials;
- e) provide technical advice and training (in particular weeding and planting techniques);
- f) provide site supervision of field activities (weed control, planting work and seed collection etc); and
- g) record and report.

5.7 ACCESSWAYS

5.7.1 Scope of Service

The Contractor is responsible for the regular inspection, maintenance and

upkeep of all vehicle and public pedestrian access ways and bicycle paths within NHA. The surfaces to be maintained include bare earth, sand, mulch and granitic sand.

Access ways must be effectively drained of all surface water and maintained in a sound condition without adversely affecting adjacent indigenous vegetation or property.

The maintenance of, access ways shall include but not be limited to the following tasks that should be performed on a regular basis:

- a) repair to potholes, depressions etc on unsealed pavements;
- b) report any repair or maintenance works required to sealed pavements;
- c) maintain paths free of weeds;
- d) repairs to edging; and
- e) keep vegetation clear.

The **payment** for access ways as specified shall be paid for at the tendered **Lump Sum**.

The repair or replacement of pavements that cannot reasonably be carried out as part of routine maintenance due to excessive pooling of water, loss of structural integrity and extensive damage due to Tree roots must be reported to the Contract Manager. The extent of these works carried out will have regard to the extent and location of the problem areas and shall be paid for as part of the **Provisional Sum**.

5.7.2 Maintenance Requirements

5.7.2.1 Access ways

Potholes or depressions in pavement must be filled with material similar to that in the existing pavement and shaped to maintain correct pavement shape and slope.

Paths must be maintained free of weeds.

5.8 PARK FURNITURE AND STRUCTURES

5.8.1 SCOPE OF SERVICE

Maintenance of park furniture and infrastructure is **not** included in this contract. However the Contractor is responsible for the regular inspection, monitoring and reporting of Defects of all park furniture/structures and similar facilities within service areas of the Contract. A list of Defects must be provided as part of the monthly report.

All park furniture/structures must be regularly inspected to ensure that they remain clean and maintained in good repair at all times.

Where park furniture /structures have been damaged, vandalised or in need of repair, the Contractor must immediately make safe / put out of service and

report to the Contract Manager.

Where park furniture / structures are found to be showing signs of excessive wear or damage or require painting they must be reported to the Contract Manager.

The Contract Manager shall report Defects to Council's infrastructure maintenance section which is responsible for carrying out repairs and replacements of park furniture/ structures.

'Park Furniture' includes:

- a) regulatory, directional and other signs and information displays (signs do not include building identification / information signs or car park regulatory signs associated with buildings / car parks located within or adjacent to the service area);
- b) seats and tables, Litter bins (excluding inserts);
- c) drinking fountains;
- d) internal fencing, fencing to street frontages including gates, bollards;
- e) chain mesh fencing, cricket nets and baseball back netting; and
- f) ornamental lights.

'Park Structures' includes:

- a) retaining walls, rock walls, garden walls, planter boxes;
- b) shelters, pergolas, arbors, picnic and information shelters; and
- c) boardwalks, stairways, bridges, etc.
- d) Any damage to shade sails must be reported to the Contract Manager. Shade sails will be the responsibility of the Parks and Open Space Contractor to maintain and make necessary repairs.

Payment for park furniture/structures monitoring as specified shall be paid for at the tendered **Lump Sum**.

5.9 IRRIGATION

5.9.1 Scope of Service

The Contractor is responsible for the watering of plants where water or watering systems are provided. The Council's **Parks and Open Space** Contractor is responsible for the irrigation systems located within NHA.

The Contractor must:

- a) liaise with the Council's Parks and Open Space Contractor in the use of the irrigation systems;

- b) report any faults with the system to the Parks and Open Space Contractor or to the Contract Manager should the Parks and Open Space Contractor not be able to supply the required water; and
- c) protect any watering systems located within NHA and shall be responsible for any damage caused by the Contractor to the system.

5.9.2 Provision of Water during Droughts

a) Drought Management Plan

In the event of drought the Contractor should refer to the Council's **Open Space Water Management Plan**. Where water restrictions are imposed by the State Government, it is the Contractor's responsibility to be familiar with the restrictions and adhere to them at all times.

The Contractor must manage the irrigation systems and resources within State Government Water restrictions in consultation with the Parks and Open Space Contractor in order to offset any adverse effects to the condition of horticultural Assets. Managing drought may include carrying out necessary changes to staff resource and working hours to address revised watering patterns.

To ensure conservation of water, council has adopted the conditions associated with Stage 1 water restrictions as its standard procedure.

Where non-potable water is required, the Contractor must obtain it from stipulated reclaimed water storages in consultation with the Contract Manager. Details of non-potable water consumption must be included in the monthly report.

5.10 LITTER COLLECTION

5.10.1 Scope of Service

The Contractor is responsible for the manual collection and disposal of all Litter which has been deposited on the surface of the ground within the NHA. This includes areas within shrubs and bushes.

The collection and disposal of all rubbish from Litter bins situated on park reserves will be carried out under a separate Contract.

The Contractor must pick up Litter:

- a) when it becomes aware of the Litter, either by notification or by observation;
- b) when the Litter is a hazard to health (including Litter such as hypodermic syringes, condoms, human and animal faeces, medical dressings and sharp objects);
- c) at designated sites to meet the frequencies specified in **Appendix 6**; and
- d) at the time maintenance activities are carried out.

The Contractor must take into account the increased frequency and level of work associated with the control of foreign matter during the holiday periods and/or recreational activities.

Payment for Litter collection as specified shall be paid for at the tendered **Lump Sum**.

5.10.1.1 Dumped Rubbish

The dumping of rubbish in any service area is prohibited. The Contractor must immediately record any instances of rubbish dumping within the service areas, and must endeavour to obtain the name of any person witnessed placing or dumping rubbish in any Service Area.

The Contractor is responsible for the removal of the dumped rubbish within 24 hours.

The Contractor must report to **Council's Local Laws Department** any occurrence of dumped rubbish or Litter where any names, addresses or car registration numbers has been obtained. The Contractor must supply details of time, date and location of such dumping.

Dangerous items such as discarded hypodermic syringes must be collected and deposited in approved containers. Employees of the Contractor who are required to handle dangerous Litter items must be provided with appropriate safety clothing and equipment, and must be properly instructed in the safe handling of syringes and other dangerous Litter items.

Dead animals must be checked for identification prior to disposal. Where the animal is able to be identified through registration etc the Contractor must contact the Council's **Animal Management Department** who may direct the Contractor to deposit the animal at a designated holding site.

All Litter must be deposited at an approved tipping site.

6 PERFORMANCE LEVELS AND MONITORING

6.1 METHODS OF MONITORING

The Contract Manager will conduct regular condition audits and performance monitoring checks:

- a) to monitor the performance of the Contractor in achieving the specification performance targets and in adherence to the specified standards and schedules;
- b) to determine if current service delivery processes are adequate; and
- c) for payment validation purposes.

Performance Monitoring will be undertaken via a process of visual inspection of the Contractors work practices and outputs and measurement against the Specification requirements in the following areas:

- a) service – activities/programs;

- b) service – quality;
- c) customer service; and
- d) administration.

The general methods to be employed by Council in monitoring the Contract will include the:

- a) inspection by the Contract Manager of work sites, procedures and activities, and measurement and documentation of the standards achieved;
- b) regular review of the requirements of the Contractor’s occupational health and safety plan;
- c) regular audits of components of the Quality Plan;
- d) monitoring of the results of the requests for service and complaints system;
- e) review of the results of the community satisfaction surveys;
- f) monitoring of the Contractor’s adherence to contract administration requirements; and
- g) monthly review meetings between the Contract Manager and Contractor in order to provide mutual feedback on Contract performance relative to standards including review of monthly inspection and auditing system results.

6.2 PERFORMANCE STANDARD - KEY PERFORMANCE INDICATORS

The Contractor must maintain the Assets at, or better than, the specified standards set out in this Specification.

The performance of the Contractor will be measured on a monthly basis against the Performance Standards and Key Performance Indicators in *Table 3*.

Activity	How Assessed	Frequency	Performance Standard / Key Performance Indicators (KPIs)
SERVICE ACTIVITIES / PROGRAMS General Activities	Measurement against standards: Random audits by Contract Manager Monitor Defect Works	Monthly	Assets maintained at the specified service standards as per the Specification to the satisfaction of Contract Manager with: Overall monthly Performance Measure (benchmark) > 95%. Defect Works completed to agreed time table
	Measurement against programs: Assessment of monthly reports programmed works. (scheduled v actual)	Monthly	All programmed works completed within the specified or approved timetable to the satisfaction of the Contract Manager

Activity	How Assessed	Frequency	Performance Standard / Key Performance Indicators (KPIs)
SERVICE QUALITY Quality Plan OH&S Quality Plan / OH& S and Environmental Plans	Random inspection of works in progress against Specification requirements. OH&S safety record System Audit	Monthly Annually	All sites comply with OH&S plan Maintained in accordance with Quality System and OH&S requirements
CUSTOMER SERVICE Requests / Complaints	Response time from Customer Request Tracking System records. Results from customer satisfaction surveys.	Monthly	Community complaints successfully resolved within specified response time to the satisfaction of the Contract Manager
ADMINISTRATION Programming, reporting, financial etc	Review by Contract Manager of adherence to Specification requirements: <ul style="list-style-type: none"> • timeliness; • accuracy; and • adherence. 	Monthly	Administration meets Specification requirements.

Table 4

The performance of the Contract and the Contractor with respect to KPIs shall be considered along with other on going service delivery issues as part of the annual review (**see Clause 5.1.8.3 Annual Report /Review**).

6.3 AUDIT PROCESS

The Council operates an inspection and auditing system in which a statistically relevant number of randomly selected service areas are visited across each month and scored in respect to the number of work component Defects evident in that service area. The performance monitoring handbook for NHA is provided as Appendix 5.

6.4 DEFECT WORKS FORM

As part of the audit process the Contract Manager shall record on a Defects Works Form those items of works that are required to be carried out as part of the specified Lump Sum or specified schedule of rates items but have not been carried out or not been carried out satisfactorily.

The Contractor must attend to these items immediately or advise the Contract Manager why they cannot be done or when the Contractor proposes to carry out the works.

The listing of items on the Defects Works Form will be taken into consideration in

assessing the audit score for that asset / Activity and in determining any non-performance deduction.

6.5 FAILURE TO PERFORM

6.5.1 Monthly Audit

The Condition Audit to be carried out on a monthly basis provides the Contract Manager with a measure of whether the Contractor is maintaining the overall asset in accordance with the specified standard.

The Contractor must therefore maintain an audit score at or above the specified performance standard (benchmark) as measured by the audit process (Clause 6.3) at all times for this Contract a rating of 95% represents the specified standard (benchmark).

After the completion of the initial start-up period (three months from the Commencement Date), should the Contractor fail within a subsequent monthly audit period to reach the specified acceptable monthly audit benchmark for any individual asset type the Contract Manager may issue a non-performance notice detailing:

- a) the Activity/asset that is the subject of non-performance; and
- b) the measured performance of the Activity/asset.

The Contractor shall be given a reasonable opportunity to show cause why the non-performance has occurred. Within seven (7) working days the Contractor must respond in writing setting out the reasons why the benchmark score(s) could not be achieved. The Contract Manager shall respond within seven (7) days to the Contractor's response.

Failure to reach the specified monthly overall contract performance benchmark for any individual asset type on **two consecutive months** it shall be considered a serious breach of the Contract under Clause 6 of the General Conditions of Contract - Default By Contractor and the Council reserves the right to terminate the Contract.

6.5.2 Alternative Contractor

In addition to the provisions of the General Conditions of Contract - Default By Contractor where the Contract Manager considers there has been a serious breach of the Contract, the Contract Manager may issue a notice giving the Contractor **24 hours** to respond.

As determined by the Contract Manager, a notice under this clause may be issued where the Contractor has neglected to carry out obligations under this Contract that:

- a) threaten public safety;
- b) adversely impacts on programmed activities; or
- c) failure to perform.

Should the Contractor not respond within 24 hours or fails to satisfy the Contract Manager that breach will be rectified the Contract Manager may

engage an alternative Contractor to carry out the works.

The Contractor will not be entitled to any payment for works carried out by an alternative Service Contractor under this Clause.

The cost of engaging an alternative Contractor for works that are required to be carried out under this clause shall be deducted from the Lump Sum.

6.5.3 Schedule of Rates Payments

Where the Contractor in carrying out schedule of rates fails to:

- a) undertake and complete works in accordance with the specified standards; or
- b) fails to undertake and complete works directed by the Contract Manager.

then the Contractor must:

- a) rectify all Defective works or works below standard; or
- b) if determined by the Contract Manager accept an equivalent percentage reduction in the payment for work claimed that is below standard to reflect the value of the works carried out.

The Contractor shall be given a reasonable opportunity to show cause why a deduction should not be made.

6.5.4 Environment, Health and Safety

If during the performance of works, the Contractor is advised by the Contract Manager that:

- a) the work is being conducted in such a way as to endanger the health and safety of its and all other employees, plant, equipment or materials;
- b) the work is being conducted in such a way as to endanger the health and safety of the public and others;
- c) the work is not being conducted in compliance with the Contractor's Occupational Health and Safety Plan, health and safety management procedures, relevant legislation or health and safety procedures provided by Council from time to time;
- d) the work is not being carried out in compliance with the Contractors Environmental Management Plan and other requirements provided by Council from time to time; or
- e) waste material is not being satisfactorily disposed.

The Contractor must immediately remedy that breach of health and safety or environmental requirements.

The Contract Manager may direct the Contractor to suspend the work until such time as the Contractor satisfies the Contract Manager the breach has been satisfactorily remedied and that the work will be resumed in conformity with applicable health and safety and environmental provisions.

Should the Contractor not satisfactorily address the breach of health and safety or environmental requirements for which the work has been suspended, or if the Contractor's performance has involved recurring breaches of health and safety or environmental requirements, the Contract Manager shall give notice to the Contractor to show cause why the powers under **Clause 6 of the Service General Conditions – Default by Contractor** should not be exercised.

7 PAYMENTS TO THE CONTRACTOR

7.1 PAYMENTS TO THE CONTRACTOR

Payments will be made on a monthly basis in arrears of work performed, and will be based on the receipt from the Contractor and approval by the Contract Manager, of a monthly invoice for payment for the Contract services performed.

The monthly invoice submitted to Council must be accompanied by the Monthly Statement and any other documents directed by the Contract Manager.

The Council will pay the Contractor, within 30 days from receipt of correct invoices:

- a) in accordance with the nominated portion of the Maintenance Lump Sum specified in the Price Schedule;
- b) any amount approved for works carried out under the Schedule of rates less any amount due under **Clause 6.5 – Failure to Perform**.
- c) subject to: the services being completed in accordance with the specification requirements and in accordance with the relevant Price Schedule Items; and the Contract Manager being satisfied with the information provided in the monthly Statement.

The **monthly statement** must include:

- a) the amount to which the Contractor considers itself entitled under the Lump Sum;
- b) a summary of the quantity of work carried out against the Lump Sum activities;
- c) a summary of the quantity of work carried out against the Schedule of Rates activities;
- d) a summary of the quantity of work carried out against the schedule of rates;
- e) validation of the cost of all materials associated with the expenditure of provisional quantities; and
- f) the amounts to which the Contractor considers itself entitled in connection with any variations or instructions for additional services or work authorised by the Contract Manager.

7.2 PROVISIONAL SUMS

7.2.1 General

The Council may require Services to be carried out from time to time for which no items are included in the Lump Sum or Schedule of Rates. These works will be carried out under Provisional Sums. Provisional Sums may be carried out under any of the following payment arrangements:

- a) schedule of rates; or
- b) quotation/contract.

The Contract Manager will decide the basis upon which payment will be made for Provisional Sum services in each case.

Should the Contract Manager decide that Provisional Sum work will be carried out on a quotation basis and agreement cannot be reached on the amount of the quotation, the Contract Manager may decide not to proceed with the work or have the work carried out by an alternative contractor.

7.2.2 Schedule of Rates

The Contract Manager may direct that Provisional Sum services be carried out as schedule of rates. In determining the value of works, regard will be had to:

- a) the amount of wages and allowances paid or payable by the Contractor at the time as established by the Contractor to the satisfaction of the Contract Manager or at such other rates as may be approved by the Contract Manager, except that if hourly rates have been tendered for the types of labour engaged on the work, these rates shall be used to the extent it is possible to do so in determining the value of labour for the works;
- b) the amount of hire charges in respect of plant and equipment approved by the Contract Manager for use on the work in accordance with such hiring rates and conditions as may be agreed between the Contract Manager and the Contractor, or in the absence of agreement, in accordance with such rates and conditions as may be determined by the Contract Manager, except that if hourly rates have been tendered for the types of plant and equipment engaged on the work, these rates shall be used to the extent it is possible to do so in determining the value of plant and equipment for the works;
- c) the amounts paid for services, subcontracts and professional fees; and
- d) the actual cost to the Contractor of all materials supplied and required for the work.

7.2.3 Quotations

The Contract Manager will invite the Contractor to submit prices for Provisional Sum services which the Contract Manager determines are to be carried out on a quotation basis.

The Contract Manager is not bound to accept a quotation or any related conditions submitted by the Contractor.

The Contract Manager will issue an Instruction Order for any quotation accepted by the Contract Manager describing the services, the subject of the quotation, to be provided by the Contractor and the agreed price.

Payment for Provisional Sum services carried out on a quotation basis will be made at the price accepted by the Council.

7.3 CHANGES, ADDITIONS AND DEDUCTIONS

7.3.1 Variations

Refer to clause 5 of the Services General Conditions.

7.3.2 Work Loads

It is likely there may be variations between the nominated Work Load Indicators and the actual work carried out by the Contractor. The Contractor, in conjunction with the Contract Manager, must adjust the actual work undertaken to accommodate the overall workload tendered and to meet the performance standard specified as part of their total responsibility in delivering the service.

Where it appears that the workload to be carried out, measured in terms of the total service, is likely to vary from the overall Work Load Indicator then a change to the specified standards or a change to the Lump Sum to reflect the projected higher or lower overall workload may be negotiated.

8 LIST OF CONTRACT DELIVERABLES

Deliverable	Timelines
Two copies of the formal instrument of agreement together with the Contract Documents	Within 28 days of award of the contract
Program of Works for all work components	Within 4 weeks of the Commencement Date
Quality Plan & Environmental Plan	Within 12 weeks the Commencement Date
Risk Management Plan	Within 6 weeks of the Commencement date
Draft OH & S Plan	Within 4 weeks of the Commencement Date
Emergency work arrangements - reports	Monthly
Address and telephone number of Contractor's representative	Prior to the Commencement Date
Certification of payments	Monthly
Increase public liability insurance cover	Annually
Increase professional indemnity insurance cover	Annually
Provide evidence of insurance	Not less than 30 days prior to the Commencement Date or as agreed with the Contract Manager
Provide Certificate of Currency of insurance	Annually
Bank guarantee	Upon contract execution

Table 5

9 ACTIVITY SCHEDULE

	ACTIVITY DESCRIPTION OF WORK	SERVICE STANDARD / WORK LOAD INDICATOR	PAYMENT BASIS
1.0	PRELIMINARIES		
1.1	CUSTOMER SERVICE Accept and respond to customer requests and enquires	Respond to customer requests in accordance with specified response times WLI: 36 No.	LUMP SUM
1.1	INSPECTIONS Initial Present State Condition inspection, ongoing inspection of NHAs to ensure specified standards are maintained and to prepare Program of Works.	Inspect to ensure NHAs are maintained in accordance with specified standards WLI: Refer Inspection Schedules	LUMP SUM
1.2	PROGRAMMING / SCHEDULING / QUALITY PLAN The preparation and maintenance of management and maintenance programs, schedules and Quality Plan requirements	Programs/schedules to be prepared and submitted by the specified time Refer Programming and Scheduling requirements	LUMP SUM
1.3	MEETINGS Attendance at monthly, Community, progress and other related meetings.	Attend all meetings as required. Refer Meeting Requirements.	LUMP SUM
1.4	MONITORING, RECORDING & REPORTING Preparation of Monthly and other specified meetings. The monitoring, recording and reporting on all programmed and other works carried out: <ul style="list-style-type: none"> • Weed Control works • Revegetation • Community Support Activities • Other Work Activities • Threats to NHA • Significant Changes and Trends • Mulching 	Reports to be prepared and submitted by the specified time Refer Reporting requirements	LUMP SUM
2.0	WEED MANAGEMENT		
2.1	WEED MANAGEMENT Carry out weed management activities consistent with current best practice	Management of weeds on beds or sites in accordance with approved weed management programs to maintain 95% free of weeds.	LUMP SUM

3.0	INDIGENOUS PLANT REVEGETATION		
3.1	<p>PLANTING The planting of indigenous species supplied by Council.</p>	<p>Plant tubes supplied by Council in accordance with planting plans and program prepared by Contract Manager (where not planted as part of Community Planting Day). Water crystals to be supplied by Contractor.</p> <p>Contractor is to repair or replace broken or vandalised plant labels at Elwood Canal.</p> <p>(Refer Item 8.1 Community Planting Days)</p> <p>WLI: 7,000 tube stock (Total 25,000 with Community Planting Days)</p>	LUMP SUM
3.2	<p>MULCHING The supply, placement, and maintenance of approved mulch material.</p>	<p>High Profile Sites: Mulch to maintain 75 – 100 mm depth as required (see Details Sheet Appendix 2)</p>	LUMP SUM
3.3	<p>GENERAL MAINTENANCE ACTIVITIES The management and maintenance of NHA plants</p>	<p>Carry out maintenance activities in accordance with individual Service Area sheets.</p>	LUMP SUM
4.0	COMMUNITY PARTICIPATION AND SUPPORT		
4.1	<p>COMMUNITY PLANTING DAYS Direct support for community environmental groups, schools, and individuals involved in on-ground activities in NHAs</p>	<p>Co-ordination of Community Planting Days including delivering plants, supervision, planting, monitoring Group plantings in accordance with approved Planting Plans as directed by the Contract Manager</p> <p>WLI: min 12 Community Planting Days</p> <p>18,000 tube stock</p>	LUMP SUM
5.0	PATHS / CAR PARKS		
5.1	<p>VEGETATION ENCROACHMENT Maintain to ensure that vegetation does not adversely affect pedestrian or vehicle access or adjacent property</p>	<p>Fenced pedestrian access ways: Between 50mm and 150mm laterally from fence line to a height of 2.1m</p> <p>Informal pedestrian access ways: Minimum 1m width to a height of 2.1m</p> <p>Maintain a 2 metre clearance of vegetation along the Port Melbourne Electric fence at Webb Dock.</p> <p>Note. Any pruning of Trees considered necessary shall be reported to the Contract Manager for scheduling with Tree maintenance contractor.</p> <p>WLI: Pruning 40m3 / month</p>	LUMP SUM

5.0	PATHS / CAR PARKS		
5.2	WEEDING Control and removal of weeds on path surface	Remove all weeds when coverage detracts from appearance of paths	LUMP SUM
5.3	SURFACE TREATMENT Surfaces shall be treated to the ensure the surface remains in a safe and serviceable condition	<p>Unsealed Paths: Treat surface to remove potholes and depressions or when it becomes unsafe or unserviceable.</p> <p>Report to Contract Manager when it is considered that the surface cannot be maintained in a safe and serviceable condition.</p> <p>Sealed Pavements: Report where the surface is not in a safe and serviceable condition. Make safe where necessary prior to reporting.</p> <p>WLI: 30 m3 annually</p>	LUMP SUM
6.0	PARK FURNITURE / STRUCTURES		
6.1	REPAIR / REPORTING The repair / reporting of Defective and vandalised park furniture / structures including boardwalks.	Park Furniture / Structures shall be made safe , if necessary, and reported when missing, damaged, badly faded, graffitied or wording and graphics of signs are illegible	LUMP SUM
6.2	HABITAT MAINTENANCE Maintenance of all existing fauna habitats	Report when habitats are threatened or damaged.	LUMP SUM
6.3	PROTECTIVE FENCING Erection and Maintenance of Protective Fencing Install small plant guards and stakes when planting where required	<p>Erect Protective fencing as directed by Contract Manager. Tension and repair existing fences as required.</p> <p>Protective fencing is to be formed using star pickets with orange bunting fencing. Fences to remain in place for 1 year.</p> <p>WLI: 200lm of fencing annually</p> <p>WLI: 1000 guards annually</p>	LUMP SUM
7.0	IRRIGATION		
7.1	MONITOR On going monitoring of irrigation systems to ensure operation in accordance with design pattern.	Monitor and report any non-operation or damage to system to Contract Manager	LUMP SUM
8.0	LITTER CONTROL		
8.1	LITTER / WASTE The picking up and disposal of all Litter including general waste	Collect and dispose of all Litter within NHAs at the specified frequency, also as encountered when carrying out other tasks or as directed by the Contract Manager. Dispose of all general waste	LUMP SUM

8.0	LITTER CONTROL		
8.2	<p>DUMPED RUBBISH / DEAD ANIMALS Collection and disposal of dumped rubbish/Litter not part of normal Litter collection.</p>	<p>Collect and arrange for disposal in accordance with specified Response Time after becoming aware or advised by Contract Manager all dumped rubbish.</p>	LUMP SUM

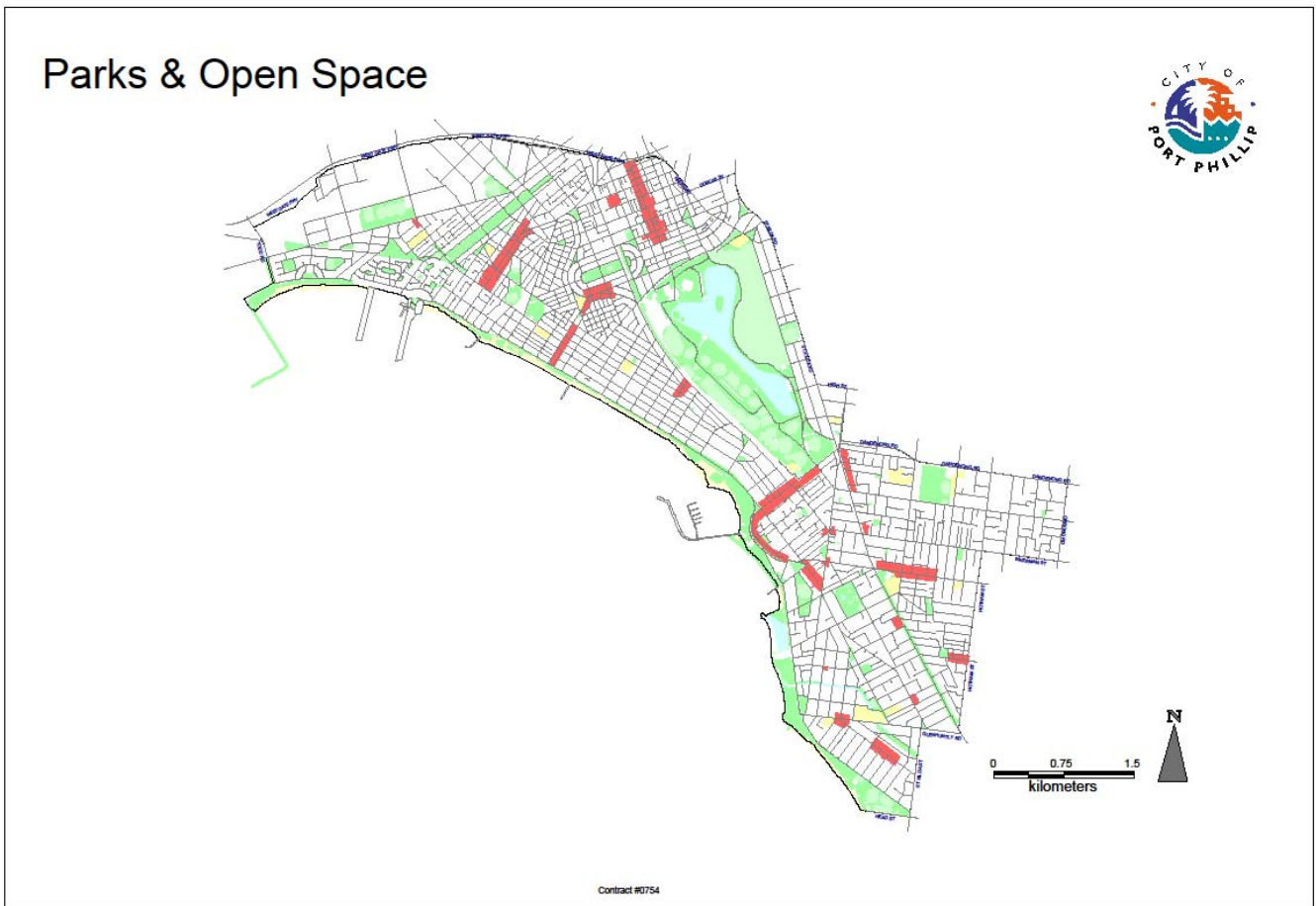
Table 6

10 APPENDICES

APPENDIX 1	CITY MAP – LOCATION OF SERVICE AREAS
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APPENDIX 1 – CITY MAP – LOCATION OF SERVICE AREAS

10.1 APPENDIX 1– CITY MAP – LOCATION OF SERVICE AREAS



APPENDIX 2 – SERVICE AREAS – MAINTENANCE DETAILS

10.2 APPENDIX 2 – SERVICE AREAS – MAINTENANCE DETAILS

Map Ref	Area sq m	Natural Heritage Sites	Location and site boundaries	Additional Maintenance Description
58 D11	4000	Balaclava Rail Reserve	On the railway embankment between Nightingale and Grosvenor Street on the west side of the railway.	
57 H5	25400	Canterbury Road Urban Forest	Between Kerferd Road and Fraser Street.	Mulch where necessary. Granitic pathway needs to be maintained
67 D3	600	Elwood Canal	Garden beds from Marine Parade to St Kilda Street.	
67 B4	14178	Elwood Park and Foreshore	Garden beds located between Elwood carpark and Head Street Reserve including surrounds of tennis club, playground and sports ovals.	Ensure that vegetation is pruned away from the tennis court fence and clean any mulch/debris that enters the tennis court area under the fence.
57 H8	10	Fraser St Dunes	On the sanded beach area adjacent to Fraser Street.	Mulch not necessary
57 K7	357	H.R Johnson Reserve	Garden bed located beside reserve at end of Longmore Street.	
57 C2	3852	Lagoon Reserve	Garden beds surrounding reserve.	
67 A1	6116	M O Moran Reserve	All garden bed areas of M O Moran Reserve.	
57 G7	648	Middle Park Dunes	On the sanded beach area adjacent to Armstrong Street.	Mulch not necessary
56 G3	20384	Perce White Reserve	Garden bed from Williamstown Road along Todd Road, from Perce White entrance bounded by Sandridge Beach area, beach and Webb Dock.	Maintain fencing throughout site
57 C5	193	Pickle Street Dunes	Sanded vegetation area between Dow Street and Foote Street.	Mulch not necessary
57 A4	3808	Princes Street Dunes	On the sanded beach area adjacent to Princes Street.	Mulch not necessary
67 B4	124037	Elwood Tea Tree	From Point Ormond Road entrance along Marine Pde/Ormond Esplanade to Elwood carpark excluding Elwood Playspace.	Maintain fencing throughout the site. Maintain gravel pathways.
56 H3	21953	Port Melbourne Foreshore	The garden beds along Port Melbourne foreshore between the beach and The Boulevard from the carpark to Beacon Road.	
56 G3	3154	Sandridge Beach Area	Native vegetation between Perce White and Port Melbourne Foreshore carpark.	Mulch needed
67 A3	19233	Point Ormond Park	From Elwood Canal south along foreshore to Point Ormond carpark.	Mulch needed
56 G4	19968	Webb Dock	Extends from Perce White Reserve along Webb Dock.	Granitic sand pathway needs to be maintained. Vegetation needs to be pruned away from security fence at all times.
57 J8	60	West Beach	On the sanded beach area near the corner of Beaconsfield Parade and Pier Road.	Mulch not necessary

APPENDIX 3 – LIST OF COMMUNITY GROUPS

10.3 APPENDIX 3 – LIST OF COMMUNITY GROUPS

Council has negotiated with each of the following groups to establish an agreed level and type of support to be provided.

The Contractor must liaise with representatives of each of these groups and develop agreed annual programs of support, based on the type and levels of support detailed below, for approval by the Contract Manager.

These programs shall form part of the approved Annual Programs of Work for each Natural Heritage Area.

The location / dates and detail of the activities to be carried out on the Community Planting Days will be agreed to prior to be the beginning of each year in consultation with the Contractor, Community Groups and the Contract Manager.

Group / Area of Interest	Contact Person (s) / Contact No.	Hours Allocated	Support Type
Earthcare		96 (6 days x 8hrs x 2 staff)	Community Days - On-site supervision, direction and support of agreed activities On-site inspections and discussions Meetings
Friends of Port Melbourne Foreshore		96 (6 days x 8hrs x 2 staff)	Community Days - On-site supervision, direction and support of agreed activities On-site inspections and discussions Meetings

10.4 APPENDIX 4 – LOCAL NATURAL HERITAGE CHARTER OF NATIVE VEGETATION

Local Natural Heritage Charter for the Management of Native Vegetation in the City of Port Phillip

We will work in partnership to plan, maintain, protect and enhance local Natural Heritage Areas.

All parties will:

- provide information and education to the community on the value of indigenous flora and fauna;
- maximise community participation in activities that support Natural Heritage Areas through the promotion and development of a Natural Heritage activities calendar;
- collaborate to provide practical support for Natural Heritage community activities;
- work in partnership to seek funds, plan, maintain, protect and enhance Natural Heritage Areas;
- collaborate to develop and implement management plans for local Natural Heritage Areas under the terms of the Australian Natural Heritage Charter (Australian Heritage Commission);
- raise any concerns relating to local Natural Heritage Area management directly with the other parties; and
- regularly review this charter; and include other local community-based environment groups in the future as appropriate.

Community partner groups will:

- assist in Council's process for auditing Natural Heritage Areas; and
- support community planting days through provision of volunteers.

The City of Port Phillip will:

- be responsible for planning, policy development and maintenance of Natural Heritage Areas;
- provide adequate resources for the ongoing maintenance of Natural Heritage Areas and ensure that Natural Heritage Areas are maintained according to contract specifications;
- consult community partner groups when developing or reviewing any plans or maintenance specifications affecting Natural Heritage Areas; and when developing adjacent Streetscape and landscape plans; and
- integrate the management of Natural Heritage Areas with local, state and national strategies and seek to link existing flora and fauna habitats and wildlife corridors where appropriate.

10.5 APPENDIX 5- PERFORMANCE MONITORING

PERFORMANCE MONITORING SYSTEM

INTRODUCTION

The aim of this Handbook is to explain how the Council's Contract Performance Monitoring System works.

The Natural Heritage Areas require the Contractor to clean and maintain specified urban open space Asset in a defined region. The contract details the minimum performance levels required.

It is vital that the Council monitors the performance of the Contractor and the condition of the Assets being maintained by the Contractor.

The *Random Performance Monitoring* Inspection is an inspection of a sample of Assets within each asset category, across the Region as listed in the table below, for example: shrub beds, weeds and litter.

The inspections are undertaken monthly. The results of these inspections will determine the monthly performance of the Contractor.

Council will also monitor the performance of the Contractor in other ways that are not linked to the performance system:

- a) the number of work requests sent to the contractor each month via pathways;
- b) the timeliness of completing work requests
- c) completion of the Monthly report
- d) inspection and audits of the contractors procedures
- e) inspections and audits of the contractors chemical storage and application equipment and
- f) inspection of the contractors Temporary Traffic Management Plans and field checks of their implementation.

OVERVIEW OF THE PERFORMANCE MONITORING SYSTEM

The cost and resources required to monitor such a large number of Assets precludes inspecting every asset every month. Therefore the Performance Monitoring System is based on the concept of regularly assessing a small sample of Assets/areas and using the results to draw conclusions about the entire population. A picture of the performance of service delivery over time can then be built up.

The major Assets to be maintained have been grouped into two (2) asset categories. Each category is inspected against specified criteria. The percentage compliance for each criteria, asset category and all asset categories can be calculated.

It is realised that there can be imperfections in the delivery of services in Natural Heritage Areas which have a high public usage. The Contract specifications allow for minor defects. The Performance Monitoring System also allows for these minor defects, so if all services are provided in accordance with the Contract specifications the percentage compliance will be 100%.

The key benefits of the Performance Monitoring System are:

- a) sites to be inspected are selected randomly from a database so that every site has an equal chance of being inspected
- b) sites are inspected in accordance with clearly defined check sheets so results are objective;
- c) the assessment criteria are clearly defined; and
- d) results are systemically recorded, so a permanent and reliable record is produced.

SAMPLE SIZE

The number of sites to obtain an acceptable level of accuracy for each category is determined by statistical theory. Sample sizes are calculated so as to strike a balance between the cost of data collection and the need to have a reasonable level of confidence in individual monthly performance figures.

The confidence with which the results can be interpreted is calculated from the natural variation in the population from which the sample has been drawn and the size of the sample. It is basically independent from the population size. The sample is never less than 5 sites, unless there are less than 5 sites in the population to be assessed. In these cases all sites are to be inspected at every measurement. Current sampling is based on a confidence factor of 95%.

SAMPLING PROCEDURE

The validity of the reports is very dependent on correct sampling procedures. To this end, sampling is undertaken by a random selection computer program. All Assets are recorded on a database known as Hansen.

Each month the Performance Monitoring Officer will generate an inspection program.

The Performance Monitoring database randomly selects the Assets/areas to be inspected and prints out the inspection sheets.

The only valid reason for rejecting a sampled location is if it is known that works are currently underway which would preclude the required maintenance work from being undertaken.

ASSET CATEGORIES

The asset categories and the number of sites within each asset category that will be assessed as part of the random Inspection are outlined below

Asset Category	Number of sites assessed during random inspection
Horticultural Maintenance	5
Litter and Cleaning	5

ASSET CRITERIA

The criteria to be assessed at each Horticultural Maintenance site are shown below.

Asset Criteria
General pruning and shrub bed maintenance
Pest and weed control
Cleaning and maintenance of gravel or granitic paths
Litter

Not all criteria are present at all asset categories.

THE INSPECTIONS

An inspection sheet has been developed for each asset category. The assessment criteria on each inspection sheet as based on the Contract specifications.

The Performance Monitoring Officer takes the sheets out on site and assesses the condition of the Assets/area according to the defined assessment criteria and scoring system. If an item is within Contract specification it will score 0 points. Minor defects will score 1 point. Significant Defects will score 2 points. Where items score 2 points, the Performance Monitoring Officer will photograph the unsatisfactory performance. Photographs will be stored for a minimum of two (2) months.

Sometimes the selected asset/area will be markedly better or worse than an immediately adjacent asset area. This does not influence the assessment of the area sampled. The statistical nature of the measurement system will uncover and report this variation over time.

If the Monitoring Officer observes any maintenance issues that warrant the attention of the Contractor, the Officer may generate a Work Request.

The Significant Site Inspection

Each month 15 Natural Heritage Areas will be selected for inspection. This inspection covers all the Assets within the selected area. The database generates inspection sheets that are applicable to the Assets within the selected area, as not all Natural Heritage Sites contain all asset categories.

The Random Performance Monitoring Inspection

Each month the Performance Monitoring Officer will generate a Random Inspection. The Performance Monitoring database randomly selects the Assets/areas to be inspected within each category and prints out the inspection sheets.

DATA ENTRY

Upon completion of the inspection, the Performance Monitoring Officer enters the scores into the database. Only the total score of each assessment criteria on each inspection sheet is

entered and used for analysis and reporting. Information about individual sites is not available from the reports.

REPORTS AND GRAPHS

The database can generate a range of reports on the data. Reports and graphs can be produced by asset category and criteria.

The Report by Asset Category

The database will calculate the score for each asset category. For example: scores can be calculated for categories such as mulch beds, weeds and litter.

The report by asset category will display the Contractors performance for each asset category as well as showing the performance of each criteria within each asset category.

The report can indicate, for example, that shrub beds are unsatisfactory, and specifically weeds in shrub beds is an issue, but the report cannot direct the Contractor to a specific area. It is up to the Contractor to improve their system of weed control in shrub beds.

How the Performance is Calculated

The Asset categories and criteria that will be inspected are detailed Table A.

The performance is dependent on the performance of the Contractor as measured by the performance monitoring score, and is subject to minimum threshold scores.

If the results of the inspections show that the Contractor's performance is less than the thresholds, the Contractor can submit a challenge to Council, detailing the reasons why performance is below the thresholds. The challenge must be submitted within two (2) business days of the results being made available to the Contractor.

Council may reconsider the results and modify them if it agrees with the Contractors submission.

If the results are not challenged or Council does not uphold the challenge, the results will be final.

Each line item in Table A and Table B is calculated individually.

Table A: Asset Categories and Criteria- Inspection Frequencies and Thresholds

Asset Categories and Criteria	Inspection Frequency	Threshold
Horticultural Maintenance	Monthly	95%
Litter and Cleaning	Monthly	95%

How Annual Price is calculated

The annual price for each asset category or criteria shall be the prices included at **the Pricing Schedule** for each asset category or criteria as calculated in accordance with Table B.

The calculations in Table B, show the proportion of each item that is allocated to different performance monitoring asset categories,

Table B asset Categories and Criteria- How Annual Price is calculated

Asset Categories, Criteria	Annual Price Calculation
Horticultural Maintenance Sites	S1+S2+S3+S4+S5+S6
Litter and Cleaning	L1+L2

Horticultural Services

Item No.	Service Description
S1	Pruning(general pruning, hedge pruning, pruning for line of sight and access, etc dead plant removal
S2	Planting (including community planting days)
S3	Mulching
S4	Pest and weed control
S5	Granitic and gravel surfaces including paths, cleaning and maintenance
S6	Protective fencing
S7	Total for Horticultural Maintenance Services

Litter and Cleaning Services

Item No.	Service Description
L1	Litter and rubbish removal, including illegal dumping
L2	Granitic and gravel surfaces including paths, cleaning and maintenance
L3	Total

SUMMARY PRICE DETAILS FOR ANNUAL SERVICE DELIVERY

Item No.	Description
S7	Horticultural Services
L3	Litter and Cleaning Services
	Total

The key benefits of the Performance Monitoring System are:

- a) sites to be inspected are selected randomly from a database so that every site has an equal chance of being inspected;
- b) sites are inspected in accordance with clearly defined check-sheets so results are objective;
- c) the assessment criteria are clearly defined; and
- d) results are systematically recorded, so a permanent and reliable record is produced.

SAMPLE SIZE

The number of sites to obtain an acceptable level of accuracy for each category is determined by statistical theory. Sample sizes are calculated so as to strike a balance between the cost of data collection and the need to have a reasonable level of confidence in individual monthly performance figures.

The confidence with which the results can be interpreted is calculated from the natural variation in the population from which the sample has been drawn and the size of the sample. It is basically independent from the population size. The sample is never less than 5 sites, unless there are less than 5 sites in the population to be assessed. In these cases all sites are inspected at every measurement. Current sampling is based on a confidence factor of 95%.

SAMPLING PROCEDURES

The validity of the reports is very dependent on correct sampling procedures. To this end, sampling is undertaken by a random selection computer program. All Assets are recorded on a database known as Hansen.

Each month the Performance Monitoring Officer will generate an inspection program. The Performance Monitoring database randomly selects the Assets/areas to be inspected and prints out the inspection sheets.

The only valid reason for rejecting a sampled location is if it is known that works are currently underway which would preclude the required maintenance work from being undertaken.

ASSET CATEGORIES

The asset categories and the number of sites within each asset category that will be assessed as part of the Random Inspection are outlined below

10.5 APPENDIX 6 – LITTER COLLECTION

At the following sites Litter must be collected and removed on Mondays and Fridays between 1st October and 31st March each year in addition to scheduled maintenance visits.

Site No.	Park/Reserve Area
15	M O Moran Reserve St Kilda
714	Elwood Tea Tree Reserve
715	Point Ormond Reserve Elwood
8	Elwood Park and Foreshore
192	Perce White Reserve
716	Webb Dock
23	West Beach

10.6 APPENDIX 7 – HERBICIDES

1. HERBICIDES

10.1 Selection of herbicides and application method

Only herbicide which is registered for the intended use of weed control and applied at the recommended rate may be used within City of Port Phillip.

Chemical products registered for aquatic use shall be used where there is any risk of these products entering waterways.

Where use of "knockdown" herbicides is proposed, Glyphosate is preferred as it has a low soil residual and a lower risk to operators and the environment.

Spot spraying is preferred to broad scale application where there is a risk of damage to non-target species or waterways.

10.2 Herbicide operations

Herbicide is to be applied strictly in accordance with the agreed works plan only by operators with the appropriate competency and training. An employee engaging in operations using pesticides or herbicides are required to be qualified in 'Chemcert II' as a minimum.

Contractors are to transport, store, use and handle herbicides according to the manufacturer's instructions and the Code of Practice for Farm Chemical Spray Application (DNRE, 1999).

Personal protective equipment (PVC boots, protective waterproof clothing and face shields or goggles and as specified in the manufacturer's instructions) is to be provided to, and worn by operators applying herbicide or pesticides.

Herbicide application must be supervised by a person with an understanding of the requirements of the works plan and be approved by the council.

10.3 Key risks

Herbicide use by contractors poses a number of potential risks including:

- Personal injury to the person/s applying the herbicide/ pesticide
- Injury to a member of the public
- Damage to herbicide sensitive plants or turf or other Assets on adjacent open space through spray drift
- Damage to the environment, including damage to non-target species such as native vegetation, pollution of water systems including Port Phillip Bay.

The use of herbicide is regulated by a significant amount of legislation, which is aimed at minimising the associated risks. In many cases, failure to comply with legislative requirements not only may result in a breach of a duty of care, but can also result in penalties being imposed. Relevant federal and state legislation, regulations, Codes of Practice, policy and industry programs are listed below.

10.4 Responsibility for management of herbicide use

Council contractors involved in herbicide use clearly have a responsibility to ensure, as far as practicable, that their employees and others are not exposed to risks to health and safety while undertaking herbicide application.

Use of herbicide has environmental impacts, which are regulated by a range of controls. Relevant controls are listed in Appendix A. Recent Victorian Government policy also emphasises the need for accountability and environmental sustainability of all public-benefit programs.

10.5 Non-Chemical applications

Where possible, Council requests all contractors to utilise non-chemical weed control methods.

10.6 Legislation, regulations and Codes of Practice

The following list identifies relevant federal and state legislation, regulations, Codes of Practice and industry programs relevant to the use of herbicides. Some of the legislation permits prosecutions for failure to comply with its terms:

- *Agricultural and Veterinary Chemical (Control of Use) Regulations 2007*;
- *Environment Protection Biodiversity Conservation Act 1999*;
- *Occupational Health and Safety Act 2004*;
- *Environment Protection Act 1970*;
- *Dangerous Goods (Storage and Handling) Regulations 2000* and associated Code of Practice;
- *Flora and Fauna Guarantee Act 1988*;
- *Planning and Environment Act 1987*;
- *Catchment and Land Protection Act 1994*;
- *Water Act 1989*;
- *Heritage Act 1995*;
- *Local Government Act 1989*;
- State Environmental Planning Policies (Waters of Victoria/Groundwater of Victoria);
- *Wildlife Act 1975*;
- *Wildlife Regulations 2002*;
- Code of Practice for Hazardous Substances;
- *Occupational Health and Safety Regulations 2007*;
- Department of Natural Resources and Environment (1999) Code of Practice for Farm Chemical Spray Application;
- Risk assessment report for spraying pesticides by Work Cover Safety;
- Farm chemical users course by TAFE; and
- Agricultural Chemical User's Permit.

APPENDIX 8 – EVENTS

10.7 APPENDIX 8 – EVENTS

Month	Event	Time	Location	Site Conditions
Nov	Sussan Women's Fun Run	7.30am - 11.00am	Catani Gardens, St Kilda	Beach Road closed - St Kilda St to Kerferd Rd
Nov	Café Racer Cycle Criterium	7.00am - 11.00am	Jacka Blvd	Jacka Blvd & Marine Pde closed (northbound only) Fitzroy St - Barkly St
Nov	IMG Triathlon Series - Race 1	7.00am - 12.00pm	Elwood Park/Elwood Beach	Beach Road closed - St Kilda Street to Kerferd Road
Nov	The Jackson Local Produce Country Festival	12.00pm - 8.00pm	Jackson Street, St Kilda	Jackson Street
Nov	World Aids Day - Positive Steps	11.00am - 1.00pm	South Beach Reserve	No road closures
Nov	Gatorade Triathlon Series (Race 1)	7.00am - 12.00pm	Elwood Park/Elwood Beach	Beach Road closed - St Kilda St to Kerferd Rd
Dec	National Beach Volleyball Event	8.00am - 6.30pm	South Beach Reserve & St Kilda Beach	No road closures
Dec	National Beach Volleyball Event	8.00am - 6.30pm	South Beach Reserve & St Kilda Beach	No road closures
Dec	National Beach Volleyball Event	8.00am - 6.30pm	South Beach Reserve & St Kilda Beach	No road closures
Dec	Gatorade Triathlon Series (Race 2)	7.00am - 12.00pm	Catani Gardens, St Kilda	Beach Road closed - St Kilda St to Kerferd Rd
Jan	Volley Ball Victoria - Beach Volleyball Summer Series	8.00am - 6.30pm	South Beach Reserve & St Kilda Beach	No road closures
Jan	Formula Windsurfing Championship	12.00pm - 8.00pm	Elwood Beach (Beach area in front of Sailing Club)	No road closures
Jan	Accenture	7.00am - 2.00pm	St Kilda	Ormond Esp, Marine Pde, Jacka Blv, Beaconsfield Pde
Jan	Pride March	4.30pm - 11.00pm	Albert Park to St Kilda Beach & Catani Gardens	Fitzroy Street & Upper Esplanade closed

APPENDIX 8 – EVENTS

Month	Event	Time	Location	Site Conditions
Feb	St Kilda Festival	10.00am - Late	Fitzroy Street, Acland Street and foreshore area	Fitzroy Street, Upper Esplanade and Acland Street closed
Feb	Weet-bix Kids TRYathlon	9.00am - 11.30am	Catani Gardens	Beaconsfield Pde, Jacka Blv, Marine Pde
Feb	Gatorade Triathlon Series (Race 5)	7.00am - 12.00pm	Elwood Park/ Elwood Beach	Beach Road closed - St Kilda St to Kerferd Rd
Feb	Tri Vic - Olympic Distance Championships	7.00am - 11.00am	Elwood Park/Elwood Beach	Beach Road closed - St Kilda St to Kerferd Rd
March	St George/BRW Corporate Triathlon – National Series	7.00am - 12.00pm	Head Street Reserve/Elwood Beach	Beach Road closed - St Kilda St to Kerferd Rd
March	Gatorade Triathlon Series (Race 6)	7.00am - 12.00pm	Catani Gardens	Beach Road closed – St Kilda St to Kerferd Rd

10.8 APPENDIX 9 – MANAGING ASBESTOS

Managing Asbestos: Advisory Form
Occupational Health & Safety Regulations 2007

Owners and/or occupiers of premises need to give written information on what they know about material containing asbestos at their premises to likely or actual *purchasers, tenants*, and persons doing relevant work at the premises such as *tradespeople* entering to perform construction, renovation, maintenance or repair work.

Essentially, the arrangements are aimed at raising the capacity and awareness of the community to manage asbestos related issues. Any information you give must be in writing. This form has been prepared to assist you. **Note: There is no requirement to obtain a professional asbestos survey for this purpose.**

I John Hicks, delegate of the Chief Executive Officer, City of Port Phillip Council, am the owner/occupier of the premises, being

Property Name:

Street Address:

Unit:

Section:

Block:

Suburb:

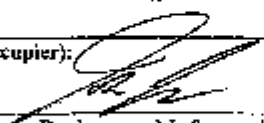
Construction Date:

and I am obliged to tell you what I know about materials containing asbestos at the premises, as follows:

Even though I do not know for certain if there are materials that contain asbestos on the property, as the property was constructed prior to 1988 it is likely to have materials that contain asbestos. Some examples of materials containing asbestos in commercial buildings and/or their likely locations are:

- Flat, patterned or corrugated asbestos cement sheeting (also known as fibro) used for walling, caves and roofing;
- Sheeting behind/under ceramic tiles in wet areas;
- Vinyl floor tiles and backing for sheet vinyl flooring;
- Asbestos cement piping (eg. Heater flues);
- Lagging on water pipes;
- Asbestos rope/fabric in expansion joints (eg. Heater and other exhaust flues);
- Bituminous waterproof membranes (used on flat roofs)
- Filling in fire doors;
- Electrical switchboards;
- Electrical duct heater units (millheard); and
- Lift motor rooms;
- Building waste in soil containing asbestos

Signed (owner/occupier):



Date:

21/9/10

Please also see Background Information (attached).

Managing Asbestos: Background Information

- Based on research to date, buildings constructed prior to 1988 are likely to have some materials that contain asbestos. Exposure to asbestos fibres can cause asbestos-related diseases.
- Materials containing asbestos are often found in eaves and wet areas of buildings, as lagging/insulation on water and heating pipes, inside fire doors, and in electrical switchboards and plant rooms.
- These materials are not likely to pose a risk to your health if they are in good condition and left undisturbed. However, they do have the potential to become a health hazard if fibres are released into the air. This can occur through removal, drilling, sanding, cutting or other destructive activities.
- It is important that people carrying out construction, renovation or repair work are aware of any information available about material containing asbestos at the premises.
- It can be difficult to visually confirm whether a material contains asbestos. If in doubt, you should treat the material as if it contains asbestos.
- It is suggested that the owner (and the tenant where they are likely to engage trades people, technicians, etc) keep a copy or record of all advisory forms in a suitable safe place, eg: a personal file of property records. You should provide this form to each tradesperson who attends the premises.

If you have any further questions please look up the Victorian Occupational Health and Safety Regulations 2007.

APPENDIX 10 – HERITAGE LISTED TREES

10.9 APPENDIX 10 – HERITAGE LISTED TREES

Suburb	Street	Site Name	Circa	Description
Port Melbourne	Station Street	Turner/Hester Reserve	1900-1920	Well planted park predominantly exotics. Cedrus deodara, Schinus molle var areira, Ficus macrocarpa, Cupressus sempervirens, Populus deltoides, Populus nigra 'Italica', Platanus sp and Eucalyptus filicifolia.
Port Melbourne	Evans Street	Walter Reserve	1900-1920	Mainly exotic planting, Street edge lined with row of mature Schinus molle var. areira. Avenue of elms c1920s in centre of reserve (incomplete), with bitumen bike path. Railway planting includes mature Arbutus unedo, golden privet, cotoneaster, elms and gums. There is some modern play equipment. A very large single specimen of Ficus macrophylla is planted in a fenced-off reserve in the centre of Raglan St; another smaller specimen nearby.
Port Melbourne	Raglan to Ingles St.	Gill Reserve	Planting 1920s	Mature Schinus molle var. areira on Street side, mixed Cupressus sempervirens, Lagunaria patersonii, old Arbutus unedo, row of Platanus orientalis.
Port Melbourne	Raglan to Ingles St.	Howe Reserve	1920s	Mature Schinus molle var. areira & Ficus macrophylla on Street side, avenue of elms in centre, some golden privet & cotoneaster on rail line side.
Port Melbourne		Smith Reserve	1920s	Mature Schinus molle var. areira & Ficus macrophylla on Street side, avenue of planes in centre, Populus deltoides on rail line side. Some newer inappropriate plantings Robinia sp. Group and 2 x Eucalyptus citriodora. Plantings of Cupressus torulosa, Lagunaria patersonii, Cedrus deodara, Grevillea robusta, palm (Washingtonia sp.?).
Port Melbourne	Evans Street West	Cook Reserve	1900-1920	Mature Schinus molle var. areira & native grasses
Port Melbourne	Eans Ave, Farrell St.	Turner Reserve	C1900-1920s reserve, 1940s planting	Railway reserve with mature exotic and native plantings. Populus nigra 'Italica', Populus deltoides, Populus canescens, Cotoneaster serotinus, Salix sp., Lagunaria patersonii, Cupressus glabra, Araucaria heterophylla
Port Melbourne	Clark St, Graham St to Bridge St		C1920-30	Mature Street Trees – planes (Platanus sp.) on both sides of Street, some gaps in planting
Port Melbourne	Farrel St, cnr Clark St		C1960s	Mature Agonis flexuosa in pavement; local landmark Tree
Port Melbourne	Farrell St. Ross St to reserve		C1900 or older	Five mature Schinus molle var. areira along Street off railway reserve
Port Melbourne	Farrell St, Liardet & Stoke Sts			Triangular reserve/neighbourhood park with some play equipment, seats and bluestone base to drinking fountain. Mature Trees include Schinus molle var. areira, elms and mature but recent plantings of eucalypts.
Port Melbourne	Reserve bounded by Princes St., Raglan & Nott Sts.		C1920s	Mature Street Trees – four planes (Platanus sp.) in triangular reserve/neighbourhood park with some play equipment and SEC substation.
Port Melbourne	Esplanade East, between Raglan St & Spring St		C1920s- 40s	Some mature poplars (Populus deltoids) x 4 & mature but more recent plantings of native Trees (eg Eucalyptus nicholli) in centre median reserve and footpaths
Port Melbourne	Esplanade East, Spring St to Bridge St		C1920s- 40s	Mature poplar (Populus deltoids) x 1 & mature but more recent plantings of native Trees (eg Eucalyptus sp.) in centre median reserve and footpaths
Port Melbourne	Esplanade East, Bridge St to Richardson St		1940s	Mature poplars (Populus deltoids & P alba) in centre median reserve and side footpaths
Port Melbourne	Edwards Avenue	Edwards Reserve	C1910-20	Unnamed public reserve – avenues of distinctive tall Phoenix canariensis and beds of roses. Some new play equipment and two public shelters – one timber c1920s and other rubble stone base and timbre c1940s. Mature Trees on Street side of Liardet St. are Populus alba and a group of planes.
Port Melbourne	Gladstone St, Ingles to Boundary Rd	Page Reserve	C1920	Mature Trees include rows of elms (Ulmus sp.), no Schinus molle var. areira on Street but on rail line. Some newly planted Schinus molle var. areira and Lagunaria patersonii on Street side of reserve, also mature plane (Platanus sp.) and poplars including Populus nigra 'Italica'. Random rubble stone wall and indented seating on Ingles St.

APPENDIX 10 – HERITAGE LISTED TREES

Suburb	Street	Site Name	Circa	Description
Albert Park	Pickles St	Gasworks Park	19C; redesigned c1980s	Arts and theatre park set in former industrial site with sculptures, open lawn areas & planted garden beds of native Trees & shrubs. Site very altered from former gas works plant with new lawn areas, groups of Trees (mainly gums) and native shrubs. Metal mesh furnishings (tables, seats, lamps) & new play equipment, gravel paths. Washingtonia filifera x 2 at west/Graham St entrance either relocated or original.
Albert Park	Bridport St West, Moubray St to Richardson St		C1870s	Mixed age Trees mostly old Ulmus sp.
Albert Park	Victoria Ave, Moubray St to Richardson St		C1870s	Mature elm Trees (golden elms in other sections of Victoria Trees Moubray St to Avenue are more recent inappropriate plantings)
Albert Park	Richardson St, Phillipson St to Kerferd Rd		C1880s	Mature avenue of plane Trees
Albert Park	Kerferd Rd		C1900	Mixed age plane Trees
Albert Park	Danks St, Kerferd Rd to Victoria Ave		C1900	Planting in central median of Mahogany gum (Eucalyptus botryoides)
Albert Park	Beaconsfield Pde, Victoria Ave to Pickles St			Recently planted mature Phoenix canariensis
Albert Park	St Vincent Place	St Vincent Gardens		Extensive historic public gardens with collection of rare and unusual Trees and planting, various buildings and recreational facilities (see separate studies & NTA classification report)
Albert Park	Kerferd Rd, Clarendon St to Neville St		C1920s	Plane Trees in central median, younger Lagunaria patersonii at kerb
Albert Park	Kerferd Rd, near Page St		C1920s	No plane Trees but two mature Eucalyptus ficifolia in centre median, some Lagunaria sp at kerb
Albert Park	Kerferd Rd, near Beaconsfield Pde		C1920s	Group of mixed age Araucaria heterophylla in central median
Albert Park	Page St, Kerferd Rd to McGregor St		C1920s	Mature plane Trees, gaps in some sections of Street
Albert Park	Richardson St, Kent St to Fraser St		C1920s	Mature plane Trees in consistent avenue along Street
Albert Park	Park Rd, Langridge St to Fraser St		C1920s	Short section of Street planted with mature plane Trees
Albert Park	Park St, Fitzroy St to Mary St		C1920s	Plane Tree avenue, some elms near Fitzroy St end
South Melbourne	Boundary Rd, Normanby St to Woodgate St		C1930s	Mature Street Trees are elms (Ulmus sp.)
South Melbourne	Adjacent to Woodgate St		C1920s	Some mature Schinus molle var. areira; newer planting of eucalypts, banksias & native shrubs
South Melbourne	Gladstone La.		C1920s	Row of mature Schinus molle var. areira along railway reserve
South Melbourne	Montague St		C1920s	Mature lilypilly (Acmena smithii) at various locations both sides of Street
South Melbourne	Normanby St, Montague to Boundary St		C1920s or later	Mature Street Trees - elms (Ulmus sp.) both sides of Street
South Melbourne	Normanby St, Boundary to Ingles St		C1940s	Mature Street Trees - planes (Platanus sp.) both sides of Street
South Melbourne	Montague St, between Normanby St & Woodgate St		C1920s	Mature elms (Ulmus sp.) on west side of Street
South Melbourne	Montague St between Munro St & Normanby St		C1920s	Mature elms (Ulmus sp.) on west side of Street

APPENDIX 10 – HERITAGE LISTED TREES

Suburb	Street	Site Name	Circa	Description
South Melbourne	Glover St, St Vincent Place to Iffla St		C1870s	Large mature pollarded planes
South Melbourne	Glover St, cnr Pickles St		C1870s	Two mature planes
South Melbourne	Henderson St, Pickles St to St Vincent Place		C1920s	Mature plane Trees
South Melbourne	Henderson St		C1920s	Single mature peppercorn Tree (<i>Schinus molle</i> var. <i>areira</i>) in Tree Street reserve
South Melbourne	City Rd	Sol Green Reserve	C1947	Triangular reserve bounded by City Rd, Nelson St & Montague St. Mature planes (<i>Platanus</i> sp.) along west Street; mature Street Trees - elms (<i>Ulmus</i> sp.) east side of reserve; most other Trees are recent natives. Plaque on damaged scoria stone wall and iron railing on City Rd in appreciation of gift by Sol Green of £2,000 in 1947 to establish a playground. Some new playground equipment, netball area with bitumen, bbq & Sol Green mudbrick building.
South Melbourne	Eastern Rd, north corner Heather St. & Park St	Eastern Road Reserve	C1900	Triangular road reserve; open lawn area with perimeter planting of mature elm Trees. Memorial basalt drinking fountain dated 1906 & presented to the citizens of South Melbourne by former Mayor Donald McArthur.
South Melbourne	Eastern Rd, north corner Heather St. & Park St	Eastern Road Reserve	C1900	Triangular road reserve; open lawn area with perimeter planting of mature elm Trees. Children's play area fenced off (opposite kindergarten). Play equipment, brick toilets & timber pavilion.
South Melbourne	Howe Cres, cnr Cecil St & Park St		C1880s	Mature elms
South Melbourne	Howe Cres, cnr Cecil St & Bridport St		C1920	Mature group of mixed species: row of <i>Phoenix canariensis</i> , elms, and 2 x <i>Pinus radiata</i>
South Melbourne	Ward St, Dorcas St to Bank St		C1920	Mature elm Trees forming avenue
South Melbourne	Albert Rd		C1920s	Mature <i>Phoenix canariensis</i> in centre median alternating with younger <i>Lophostemon confertus</i> . Service Street planting of ash not significant.
South Melbourne	Canterbury Rd, corner Cowderoy St,	HR Johnson Reserve	C1920s	Public park with open grass, play equipment, native Trees and shrubs. Some <i>Populus deltoides</i> , <i>Populus canescens</i> , <i>Populus</i> sp, very large <i>Pinus pinea</i> .
South Melbourne	Cowderoy St corner Deakin St	Jacoby Reserve	C1920s or earlier	Older plantings include <i>Ficus rubiginosa</i> x 4, <i>Eucalyptus calophylla</i> , <i>Araucaria heterophylla</i> x 1, gravel paths, play equipment, seats, SEC substation red brick building used as works shed, new planting of Australian natives mainly shrubs and Trees on park perimeter. <i>Metrosideros tomentosa</i> on Cowderoy St., plane Trees on Deakin St.
St Kilda East	Bounded by Alma Rd., Dandenong Rd and railway line.	Alma Park West	19c	The western part of Alma Park comprises more exotic garden elements and is more of a garden than the eastern park, although recent planting particularly at the northern section is altering the historic character. Much of the garden beds along the centre of the park are edged with volcanic rock typical of 19c-c1920s. At either side of the central garden beds are rows of mature elms and other Trees. A small slate-roofed house 1880s is adjacent to the Dandenong Rd. entrance but intrusively fenced from the park. Nearby are inappropriate CCA-treated posts next to the path to the house. In this area are many inappropriate modern plantings of natives such as wattles, <i>Melaleuca</i> sp., etc. which limit views into and out of the park. Elms may indicate former carriage drive through park Extensive range of exotic plantings in beds and grassed surrounds have been replaced in many instances with inappropriate natives. Mature Trees include <i>Phoenix canariensis</i> , <i>Platanus</i> sp. (dieback?), <i>Grevillea robusta</i> , <i>Cedrus deodara</i> , rows of <i>Pinus radiata</i> , <i>Populus deltoides</i> , mixed <i>Eucalyptus</i> sp., Garden beds include <i>Tecoma stans</i> , <i>Pittosporum undulatum</i> (overgrown), <i>Photinia serrulata</i> , <i>Cotoneaster serotinus</i> , <i>Nerium oleander</i> , <i>Garrya elliptica</i> , hollies, <i>Raphiolepis</i> sp., <i>Viburnum tinus</i> , <i>Arbutus unedo</i> , <i>cannas</i> and at the southern end a section of succulents. The most distinctive feature of the park is a small garden pavilion in the garden beds near an avenue of olive Trees. (another former carriage drive?) and golden privet hedging, 2 x <i>Pinus pinea</i> , and underneath a large <i>Cedrus deodara</i> . The pavilion has no plaque but a bitumen base, silver metal onion-top dome roof with timber seating and cross bracing. At the southern end of the park is an open lawn area with mixed specimen Trees including <i>Brachychiton populneus</i> , <i>Phoenix canariensis</i> x 3, a very large <i>Ficus macrophylla</i> near the rail line, and a bitumen bike path between the rail line and a row of mature <i>Schinus molle</i> var <i>areira</i> .

APPENDIX 10 – HERITAGE LISTED TREES

Suburb	Street	Site Name	Circa	Description
St Kilda East	Bounded by Alma Rd, Westbury St., Dandenong Rd and railway line	Alma Park	19c	Northern part of park has oval and southern section mainly passive recreation with mature Trees throughout the park including numerous Quercus suber, large Ficus macrophylla (adventure play equipment connected into Tree), Araucaria columellaris, Eucalyptus cladocalyx, Salix sp., Ulmus parvifolia, Quercus robur. Gravel paths, major path bitumen, small play equipment pieces within large area devoted to adventure play, oversized tyre structure, sculpture, bbq, grasses, pond with creek running through it, modern lights (?inappropriate modern teardrop shape). Main path/road avenue of elms alternating with mature Pinus radiata. Mature row of Pinus radiata on west side of park near rail cutting c1920s. Seedling Quercus suber on rail embankment. Northern part of park near Dandenong Rd., entrance contains two old Quercus suber, Grevillea robusta, Lagunaria patersonii, Eucalyptus camaldulensis, Pinus radiata and elms. Newer planting of native Trees, shrubs and grasses. Memorial plaque dated 14.5.1975 at base of large gum to Dr Harry Ireland, councillor of St Kilda 1966-73, died 28.2.1974. Poor screening from flats & buildings on eastern side of park. Main bitumen path in poor repair for many elderly users of park. Use of recreational facilities in southern part of park too intensive and considerable compaction and wear evident.
St Kilda East	Raglan Street		C1920- 40	Mature plane Trees both sides of Street (incomplete avenue)
St Kilda East	Godfrey Ave		C1920- 40	Mature Plane Trees both sides of Street
St Kilda East	Westbury Gve		C1920s	Mature plane Trees both sides of Street
St Kilda East	Boondarra Gve		C1920s	Mature plane Trees both sides of Street
St Kilda East	Montague Ave		C1920s, c1940s	Mature lilyilly alternating with younger golden ash both sides Area 17 Trees c1940s of Street
St Kilda East	Holroyd Ave (a)		C1920s	Mature pin oak (Quercus palustris) alternating with lilyilly Area 17 Trees both sides of Street
St Kilda East	Holroyd Ave (b) south of Alma Rd		C1920s	Mature liquidamber, pin oak & lilyilly alternating both sides Area 17 Trees south of Alma Rd of Street
St Kilda East	Holroyd Crt		C1920s	Mature camphor laurel (Cinnamomum camphora) x 4
St Kilda East	Nottage St		C1920s	Mature pin oak (Quercus palustris) alternating with lilyilly Area 17 Trees both sides of Street
St Kilda East	Dean Ave		C1920s	Mature liquidamber Trees both sides of Street
St Kilda East	Alma Rd, Lansdown Rd to Orrong Rd		C1900- 1920	Mature plane Trees & other species such as Lagunaria sp. North side of Street only.
St Kilda East	Orrong Rd, between Alma Rd & Dean Ave		C1900-1920	Mature plane Trees
St Kilda East	Orrong Rd, between Hughenden Rd & Alma Rd		C1940	Sparse planting of ash Trees
St Kilda East	Lansdowne Rd, between Alma Rd & Kurrajong Ave		C1900-1920	Mature holm oak (Quercus ilex) x2
St Kilda East	45 Lansdowne Rd,		C1920	Mature Cupressus sempervirens x 3 and row of Populus nigra Area 17 Rd Italica on Street
St Kilda East	45 Lansdowne Rd, south of Kurrajong Ave		C1920	Mature lilyilly alternating with mixed Quercus sp. also newer Area 17 Trees south of Lophostemon confertus at south end of Street
St Kilda East	Marne St		C1940	Mature ash Trees (incomplete) both sides of Street
St Kilda East	Wenden Gve		C1920	Lilyilly Trees both sides of Street
St Kilda East	Dandenong Rd, Hotham St to Shirley Gve		C1920+	Mature plane Trees, some elms between Shirley Gve & Alexandra St.; gap with no Trees for eastern section outside cemetery. Also plane Trees in central median.
St Kilda East	Dandenong Rd, Hotham St to Westbury St		C1920+	Mature plane Trees. Also plane Trees in central median.
St Kilda East	Orrong Rd, between Hughenden Rd & Dandenong Rd		C1940	Mature ash Trees, incomplete plantings

APPENDIX 10 – HERITAGE LISTED TREES

Suburb	Street	Site Name	Circa	Description
St Kilda East	Orrong Rd, between Hughenden Rd & Dandenong Rd		C1900-20	Mature plane Trees
St Kilda East	Hughenden Rd		C1930-40	Mature liquidamber Trees both sides of Street
St Kilda East	Celeste Ct		C1940	Lagunaria patersonii & liquidamber Tree plantings
St Kilda East	Te-Arai Ave		C1920	West side liquidamber; east side 2 x mature Eucalyptus filicifolia
St Kilda East	Alexandra St		C1900	Mixed age plane Trees, north end oldest; newer planes to south but west side only; east side young Lophostemon confertus
St Kilda East	Murchison St		C1900-20	Mature plane Trees both sides. Note plaque in Street to Albert Jacka, first Australian VC medal, former Mayor of St Kilda 1930-31, former resident of Murchison St 1925- 1932 buried in St Kilda Cemetery 1932.
St Kilda East	Mooltan Ave		C1950s	Spanish Mission houses with Betula pendula Street Trees & Area 17 Trees Alnus jorullensis x 2
St Kilda	Crimea St, between Alma Rd & Wellington St		C1900	Mature plane Trees both sides of Street
St Kilda	Redan St, between Crimea & Chapel St		C1900	Mature plane Trees both sides of Street
St Kilda	Charnwood St, between St Kilda Rd & Crimea St		?c1920s	Mature plane Trees both sides of Street
St Kilda	Barkly St, near Carlisle St	J Talbot Reserve	?c1920s	Probably developed in association with the National Theatre, Park contains mixed native and exotic Trees including ash, Eucalyptus maculata, mature Schinus molle var. areira x 2 next to the National Theatre also two large Eucalyptus cladocalyx, Cupressus macrocarpa, Populus nigra 'Italica'. Phoenix canariensis, elm, Cupressus torulosa. Golden privet hedges define paths and in centre of park, newer planting of Tree rows in the centre of the park is inappropriate. Some play equipment, gravel paths. Row of Cupressus torulosa at northern boundary
St Kilda	Irymple Ave		C1900-20	Mature plane Trees both sides of Street
St Kilda	Foster Ave		C1940s	Mature liquidamber (Liquidamber styraciflua) Trees both sides of Street
St Kilda	Barkly St, South of Blessington St		C1900-20s	Mature & mixed age plane Trees both sides of Street with some Area 18 Trees of Blessington St gaps. Extends from south of Blessington St to Ormond
St Kilda	Blessington St, between Chaucer St & Barkly St		C1920s	Mature plane Trees both sides of Street, some gaps
St Kilda	Blessington St,	Peanut Farm Reserve	C1900-1920s	Public parkland with recreational facilities such as bitumen basketball area, cricket enclosure, wall for ball hitting, brick sports pavilion and a large grassed oval, and an open grassed area. There are excellent views across the park to Luna Park. Mature planting of Araucaria columellaris (stunted), perimeter of park planted with Phoenix canariensis, and groups of gums (Eucalyptus cladocalyx).
St Kilda	Blessington St,	Renfrey Gardens	19c, 1920s	A large neighbourhood park with new play equipment and mature Trees dating from c1920s period. Phoenix canariensis, Phoenix sylvestris, large Ficus macrophylla at entrance on northern side, Cupressus macrocarpa, Syncarpia glomulifera; newer plantings of natives such as Eucalyptus botryoides
St Kilda	Blessington St, Herbert St, Dickens St & Tennyson St	St Kilda Botanical Gardens	Est. 1859	Plaque at Blessington St. entrance states gardens established 28.9.1859, later called the Blessington St. Gardens and renamed 21.10.1984 by Cr. John Callanan, Chairman of Friends of the St Kilda Botanical Gardens. The main Blessington St. gates are decorative cast iron with masonry pillars. The Gardens contain many mature exotic and some native Trees and shrubs including golden privet hedges, Ficus macrophylla, planted c1916, two Quercus suber, Podocarpus falcatus, Phillyrea latifolia (mock privet) and Olea europea ssp. africanus are NTA listed Significant Trees. The Gardens also have a collection of buildings include red brick & timber lattice pavilion, a gift to citizens from Mr & Mrs Alfred Levi, February 1929, and the more recent St Kilda Conservatory built in recent years. There is a large rose garden, ponds and paths are rolled gravel with red brick spoon drains. See separate conservation study.
St Kilda	The Esplanade	Alfred Square Gardens	C1920s or earlier	Central war memorial (by Arthur Peck arch, nd). Reserve planted with mature Phoenix canariensis, some older shrubs & Trees – olives x 2, Metrosideros tomentosa, Pittosporum crassifolium, Lagunaria patersonii, and scoria rock edging to beds. Also rock pillar and plaque noting site of first building in St Kilda – a stockman's hut erected c1840 by Capt. Benjamin Baxter

APPENDIX 10 – HERITAGE LISTED TREES

Suburb	Street	Site Name	Circa	Description
St Kilda	Lower Esplanade		C1920	Carlo Catani Memorial clock tower (d. 20.7.1918) in linear terraced reserve of scoria rock edged beds and paths, rock columns and seating areas. Reserve planted with mixed Trees and shrubs including <i>Metrosideros tomentosa</i> , <i>Pittosporum crassifolium</i> , <i>Lagunaria patersonii</i> , <i>coprosma</i> , golden privet, tamarisk and agapanthus
St Kilda	18 Duke St	Alma Court	C1920s	Phoenix canariensis x 3 in a row
St Kilda	Glenmark St		C1920s+	Avenue of plane Trees
St Kilda	Cintra Ave		C1920s	Excellent plane Tree avenue
St Kilda	Charlotte Pl		C1920+	Avenue of plane Trees
St Kilda	Acland St	O'Donnell Gardens	C1930s	Garden with mixed planting predominantly palms, Phoenix canariensis, Washingtonia filifera, Phoenix sylvestris, Trachycarpus fortunei, Livistona sp. Also golden privet and coprosma hedging, scoria edging to lawn areas, concrete winding paths, sections of rock walling. Major feature is O'Donnell Memorial, central concrete art deco-style monument to Councillor Edward O'Donnell, six times mayor of St Kilda, councillor for West Ward for 44 years & foundation member of St Kilda Foreshore Committee, died 7.7.1933
St Kilda	Marine Pde, cnr Shakespeare Gve		C1920s?	Group of Phoenix canariensis in road reserve
St Kilda	Marine Pde, cnr Cavell St		C1920s?	Group of Phoenix canariensis (some dwarf form) along road reserve. More recent planting of native species not significant
St Kilda	Marine Pde, Jacka Blvd to Shakespeare Gve			Phoenix canariensis and Washington filifera. Areas underplanted with natives (not significant)
St Kilda	Carlisle St	St Kilda Town Hall	Pre 1900	Garden associated with St Kilda Town Hall. Triangular shaped land off Brighton St and Carlisle St. containing many mature exotic Trees. At the southern boundary with the St Kilda Primary School are two excellent specimens of Araucaria bidwillii and Pinus canariensis. 2 x Cupressus torulosa are planted adjacent to the driveway entrance off Brighton Rd and another pair on Carlisle St. Other old plantings include Melia azederach, Cercis siliquastrum, Populus nigra 'Italica', Magnolia grandiflora, and Fraxinus ornus. A Ficus rubiginosa on Brighton Rd next to another bunya is probably one of the largest specimens in Melbourne and should be nominated to the NTA Significant Tree Register. Either side of the Town Hall frontage are a pair of Araucaria heterophylla. Most planting of any age and significance is on the north and west sides of the building with little to none on the south or east.
St Kilda West	York St, Cowderoy St to Deakin St		C1920s	Mature plane Trees one side of Street, mixed species on other
St Kilda West	Loch St, Deakin St to Mary St		C1920s	Mature ash avenue, other species also
St Kilda West	Mary St, Beaconsfield Pde to Canterbury Rd		C1920s	Excellent avenue of mature plane Trees
St Kilda West	Fitzroy St, cnr Beaconsfield Pde		19c,	Triangular road reserve planted with mature Ficus macrophylla x 4 and Lagunaria patersonii x 1 Trees. One fig Tree very large and visually significant. Basalt memorial (Knox c1906). Possible Aboriginal social significance.
St Kilda West	Beaconsfield Pde, Fitzroy St to Fraser St		C1920	Mostly Phoenix canariensis along beach front. Central median (Cummins Reserve) groups of Lagunaria sp., Metrosideros tomentosa and tea Tree. A few Washingtonia filifera
St Kilda West	Beaconsfield Pde,	Catani Gardens	19c, 1920s	Public park with sea frontage with mature Trees, band rotunda, gravel paths, concrete park benches and flat metal circular seats around Trees, volcanic rock walling on sea front. Building of band rotunda an Australian Bicentennial project, 1988. Mature planting includes Cupressus macrocarpa, Washingtonia filifera on Beaconsfield Pde, avenues of Phoenix canariensis, very large Ficus macrophylla, group of golden privet, small Jubaea chilensis, sandstone war memorial. Introduction of new materials and elements includes new Lister-style timber benches, visually prominent public toilet block.
St Kilda West	Canterbury Rd, cnr Fitzroy St		1920s	Row of Phoenix canariensis associated with rail line
St Kilda West	Fitzroy St, Grey St to Princes St		1920s	North side row of mature elm Trees, south side mature plane Trees

APPENDIX 10 – HERITAGE LISTED TREES

Suburb	Street	Site Name	Circa	Description
Elwood	Mitford St, between Dickens St & Byron St		C1900-20	Mature plane Trees both sides of Street
Elwood	Goldsmith St		C1900-20s	Mature plane Trees both sides of Street
Elwood	Ruskin St, between Dickens St & Canal		C1920s	Mature plane Trees both sides of Street
Elwood	Broadway St. and Mitford St, & Gordon Ave	E C Mitty Reserve	C1920	Small triangular neighbourhood reserve; open grass area with Area 18 mature plantings of Phoenix canariensis and Platanus sp. x 4. A bed of annuals surrounds the central palm Tree
Elwood	Broadway St. and Mitford St,	F L Dawkins Reserve	C1920	Road reserve with large mature plantings of Platanus sp. (also is Street) Phoenix canariensis x 6, park of 100 yrs + Brachychiton populneus (one sick or dead, one with possum guard), 100yrs + Melia azederach.
Elwood	Meredith St, between Broadway & Barkly St		1920s	Mature plane Trees both sides of Street
Elwood	Addison St, between Dickens St & Canal		1920s	Mature plane Trees both sides of Street
Elwood	Milton St, between Broadway & Barkly St		C1940s	Mature liquidamber Trees both sides of Street
Elwood	Baker St, between Dickens St & Wordsworth St		C1920- 30s	Mature plane Trees both sides of Street
Elwood	Dickens St, between Mitford St & Tennyson St		C1920	Mature plane Trees both sides of Street
Elwood	Dickens St between Brighton Rd & Tennyson St		1920s	Mature plane Trees both sides of Street
Elwood	Mitford St, corner Clarke St	Clark Reserve	1920s	Larger reserve mainly grass and mature exotic and native Trees, bluestone edged gravel paths, flat metal bench seats, some new play equipment. Some old gums (Eucalyptus cladocalyx) date from c1920s. Note that a large 100 yrs + Brachychiton populneus is on park boundary.
Elwood	Tennyson St, Dickens to Byron St		1920s	Inconsistent Trees include mature plane Trees and others such as ash and Queensland brush box (Lophostemon confertus)
Elwood	Lindsay St		C1900s	Mature plane Trees both sides of Street
Elwood	Dickens St		C1900-20	Mature plane Trees both sides of Street
Elwood	Goldsmith St, between canal & Glenhuntly Rd		1920s+	Mature plane Trees both sides of Street
Elwood	Shelley St, between canal & Glenhuntly Rd		1920s+	Mature plane Trees both sides of Street
Elwood	Broadway St, between canal & Glenhuntly Rd		1920s+	Mature plane Trees both sides of Street
Elwood	Shelley St, between Barkly St & Broadway St		1920s+	Mature Metrosideros excelsa Trees both sides of Street
Elwood	Ruskin St, between Glenhuntly Rd & canal		1920s+	Mature plane Trees both sides of Street
Elwood	Addison St		1920s+	Mature plane Trees both sides of Street; some gaps, two mature Trees Eucalyptus filicifolia
Elwood	Bluff Ave		1920s+	Both sides of Street at south end Lagunaria patersonii then Trees Street becomes plane Trees near Glenhuntly Rd
Elwood	Spray St and Wave St,	W E Dickeson Reserve	1910	Small triangular road reserve with mature Phoenix canariensis
Elwood	Shelley St, Barkly St & Ormond Esp	Robinson Reserve	C1920s	Mature Phoenix canariensis & Tamarisk

APPENDIX 10 – HERITAGE LISTED TREES

Suburb	Street	Site Name	Circa	Description
Elwood	Austin Ave between Mitford St & Tennyson St		C1920s+	Mixed immature & mature plane Trees both side of Street
Elwood	Poets Gve		C1920s+	Mixed Tree species both sides of Street; immature & mature plane Trees & mature Eucalyptus sp.
Elwood	Daley Ave		C1930s	Mixed immature and mature plane Trees & some gaps
Elwood	Mitford St		C1920s	Mature plane Trees both sides of Street
Elwood	Byron St, between Mitford St & canal		C1920s	Mature plane Trees both sides of Street
Elwood	Rothsay Ave, between Mitford & Tennyson St		C1920s	Mature plane Trees both sides of Street
Elwood	Tennyson St, between Byron St & Glenhuntly Rd		C1920s	Mostly mature plane Trees both sides of Street, some gaps and some younger Lophostemon confertus especially at Glenhuntly Rd end
Elwood	Kendall St		C1930s	Mixed age plane Trees with some gaps
Elwood	Burns St		C1930s	Mixed age plane Trees with some gaps
Elwood	Heaton St		C1930s	Mature plane Trees with some liquidamber at the Tennyson St end
Elwood	Tennyson St, Glenhuntly Rd	J T Berkley Reserve	C1920s	Triangular road reserve mainly grass, old Phoenix canariensis x 6, Melia azederach. Newer planting of Melaleuca armillaris inappropriate
Elwood	Brighton Rd		C1920s	Mature Eucalyptus filicifolia in central median, some on service roads. Most service road Trees are plane Trees.
Elwood	Addison St to Goldsmith St	Elwood Canal	C1920s	Tree species vary in each section of canal reserve. Broadway St to Goldsmith St has Phoenix canariensis and Araucaria heterophylla. Other sections poplars, Cupressus macrocarpa and tamarisk.
Balaclava	Albion St		C1920-30	Metrosideros excelsa (NZ Christmas Tree) alternating with Area 20 Trees Acmena smithii (lilypilly) both sides of Street
Balaclava	Somers St		C1920-30	Mature Celtis occidentalis (nettle Tree) on both sides of Street
Balaclava	Bothwell St		C1940s	Mature ash (Fraxinus sp.) in grassed centre median reserve
Balaclava	33 Rosmund St, cnr Woodstock St			Small neighbourhood park with mature gum Trees such as Eucalyptus citriodora
Balaclava	Westbury Close		1920+	Mature plane Trees both sides of Street
Balaclava	Carlisle Ave		1920+	Mature plane Trees both sides of Street
Ripponlea	Glen Eira Rd.	Burnett Grey Gardens	C1900-20s	Public railway gardens adjacent to the Ripponlea Station. Lawn Area 23 Grey garden Ripponlea areas bisected by bitumen paths and plantings of Phoenix Gardens canariensis, Butia capitata and shrubberies of yuccas and grasses. Golden privet hedges line the paths with a number of clipped golden privet shrubs in the lawn. An intrusive element is the modern aluminium shed, advertised for lease, on the station which impacts on a mature palm and is a visual intrusion on the park.
Ripponlea	Glen Eira Rd, between Brighton Rd & Lyndon St		C1930+	Mature plane Trees north side of road; mature liquidambers Trees between Brighton south side of road Rd & Lyndon St
Ripponlea	Morres St		C1970s	Mature but recent plantings of Alnus sp (alder) on west side of Trees Street
Ripponlea	Monkstadt Ave		C1930s	Mature liquidambers both sides of road
Ripponlea	Victoria Ave		C1920-30	Row of Quercus palustris (pin oaks) north side of road; mature Trees plane Trees south side of road
Ripponlea	Fuller Rd		C1940	Plane Trees both sides of road; Trees not very large & some gaps
Ripponlea	Erindale Ave		C1930-40s	Mature plane Trees both sides of road
Ripponlea	Lyndon St		C1930-40s	Mature plane Trees west side of road; younger ash Trees east side of road

10.10 APPENDIX 11 – MANAGING CONTAMINATED SITES

Managing Contaminated Soil: Advisory Form
Occupational Health & Safety Regulations 2007

It is advised that owners and/or occupiers of premises should give written information on what they know about potentially contaminated soil at their premises to likely or actual tenants, and persons doing relevant work at the premises such as tradespeople entering to perform construction, renovation, maintenance or repair work.

Essentially, the arrangements are aimed at raising the capacity and awareness of the community to manage asbestos related issues. Any information you give must be in writing. This form has been prepared to assist you. **Note: There is no requirement to obtain a professional soil contamination assessment for this purpose.**

I John Hicks, delegate of the Chief Executive Officer, City of Port Phillip Council, am the owner/occupier of the premises, being

Property Name:

Street Address:

Unit:

Section:

Block:

Suburb:

Construction Date:

and I am obliged to tell you what I know about potential contaminated soil at the premises.

Even though I do not know for certain if there are contaminated soils on the property, potentially contaminated soil may be present on the property given areas of the City of Port Phillip have been built up with fill material possibly originating from former industrial sites. At the time of placement soils were considered to be suitable but now may be categorised as contaminated by today's guidelines.

Contaminated soils may appear as silty sand, contain burnt fragments such as charcoal and slag, possibly contain building rubble and may or may not have an odour.

Signed (owner/occupier)



Date:

21/9/10

Please also see Background Information (attached).

Managing Contaminated Soil: Background Information

- In the late 1800's much of the City of Port Phillip which was swampy areas was "reclaimed" by filling with soil. This soil originated from a variety of sources. Some of this soil would be classed as contaminated by today's guidelines.
- Areas of the City of Port Phillip have also historically been used for industrial purpose. Many of these industrial activities may have impacted on the soil beneath Council sites.
- Without chemically testing all of the soil and groundwater of the Council it cannot be certain if contamination is present.
- Soil beneath council sites is not likely to pose a risk to human health if left undisturbed. However, potentially contaminated soil may become a health hazard if exposure via inhalation, ingestion and/or dermal contact during intrusive soil works.
- If intrusive earthworks are required on a Council site appropriate health and safety measures should be implemented which include but not limited to:
 - Wearing of gloves;
 - Long pants and long sleeve shirts; and
 - Steel capped bootsDust suppression measures should also be implemented to minimise the potential exposure.
- Good personal hygiene practices are paramount to ensure the potential exposure to contaminated soil is kept to a minimum. Anyone undertaking intrusive soil works should wash their hands before eating or drinking.
- It is impossible to visually confirm whether soil is contaminated. If in doubt, you should treat the soil as contaminated.
- It is suggested that the owner (and the tenant where they are likely to engage trades people, technicians, etc) keep a copy or record of all advisory forms in a suitable safe place. eg: a personal file of property records. You should provide this form to each tradesperson who attends the premises.