

## Schedule 5 – Service Specification

### Attachment 1 – Specification

**Contract Name:** Sunshine Cove Landscape Maintenance Services  
**Contract Number:** ITT1793

## Definitions

<b>Annual Schedule</b>	The document provided by Council specifying dates which each Cycle must commence on and be completed by.
<b>Asset</b>	A structure or infrastructure owned by Council or located on Council land. i.e. park seat, BBQ, bollard, footpath, playground fence
<b>Bioretention System</b>	A vegetated depression for the purpose of collecting, detaining and treating stormwater. Bioretention Systems are also referred to as biofilters, biopods, biofiltration basins, rain gardens and bioretention swales.
<b>Completion Schedule</b>	The report submitted by the Contractor (template to be provided by the Contract Administrator) which provides maintenance information including start dates, completion dates, percentage of completion, green waste removed.
<b>Contract Administrator</b>	Council Officer responsible for administering the Contract.
<b>Contract Reporting</b>	Reports and documentation to be provided by the Contractor to Council prior to submitting invoices or before Council will make payment for services
<b>Council Representative</b>	Council Officer responsible for providing direction on operational aspects of the Contract.
<b>Cycle</b>	The time taken to attend and complete the services in one rotation to all Sites within the scope of works scheduled.
<b>Estate</b>	The Sunshine Cove Residential Estate as defined in Estate Boundary Map (refer to Attachment 2 Estate Boundary Map).
<b>Monthly Cyclic Report</b>	A report provided by the Contractor (template provided by the Contract Administrator) which details information identified by the Contractor during the Cycle/s.
<b>Program of Works</b>	The report provided by the Contractor (template provided by the Contract Administrator) outlining the sequence Sites will be maintained in.
<b>SAMS</b>	A Strategic Asset Management System used to capture maintenance schedules, maintenance, completion details and capital works information.
<b>Site</b>	Plots of vegetation and open space requiring maintenance in accordance with the specification.
<b>Site List</b>	A list provided by Council of all Sites and Assets within the Estate, includes the size and quantities of Assets.
<b>Vegetated Drain</b>	Similar in purpose to the Bioretention System a vegetated depression for the purpose of collecting, detaining and treating stormwater. A Vegetated Drain however is much larger in size and used to treat larger quantities of water.

## SPECIFICATIONS

The information contained within the specification is to be considered as a guide and will require flexibility in delivery. The Contractor shall ensure all operations comply with industry standards at all times.

### 1. Scope Of Works

- 1.1 The Contractor shall complete the scope of works for all Sites located within the Estate (refer to Attachment 2, Estate Boundary Map).
- 1.2 The scope of works includes the following:
  - (a) turf maintenance;
  - (b) garden bed maintenance;
  - (c) bushland maintenance;
  - (d) tree maintenance;
  - (e) Bioretention System maintenance
  - (f) Vegetated Drain maintenance;
  - (g) general landscape maintenance;
  - (h) park infrastructure maintenance;
  - (i) playground / exercise station, soft-fall maintenance;
  - (j) supplementary works; and
  - (k) contract reporting / investigations.
- 1.3 The expectation is that the Contractor will strive for continual improvement throughout the Estate to ensure all Sites and Assets are receiving the same high level service.
- 1.4 Supplementary works will be performed at the Council Representative's discretion.

### 2. Contractor Works Invoicing

- 2.1 Payment of invoices will be made 30 days from receipt of invoices.
- 2.2 Works are to be invoiced at the completion of each cycle and must be invoiced no later than two (2) weeks following completion of work.
- 2.3 Invoices for Contractor works shall be sent to [ap@sunshinecoast.qld.gov.au](mailto:ap@sunshinecoast.qld.gov.au).
- 2.4 Invoices for Contractor works shall include the following detail for each job completed;
  - (a) Cycle number including date cycle commenced and date completed;
  - (b) Amount claimed;
  - (c) Ad hoc works for Sites listed and amount for each;
  - (d) Council's Purchase Order number.
- 2.5 Invoice for works will not be paid unless;
  - (a) verified by Council;
  - (b) the Completion Schedule has been received with all Supporting Documentation; and
  - (c) documentation and invoice is completed correctly (refer to section 8, Reporting System).
- 2.6 Only work completed to the satisfaction of Council shall be invoiced. No partial invoices will be accepted unless previously authorised by the Council Representative.

### 3. Resources

- 3.1 The Contractor shall provide at their own cost and expense all transport, labour, materials, plant, equipment, signage and all other items necessary for the proper and complete performance of this Contract.
- 3.2 The Contractor shall allocate personnel and plant and equipment resourcing commensurate with the nature of maintaining Sites and Assets within the Estate. This is considered essential to ensure that the Contractor meets:
  - a) obligations to safety, due diligence, service quality and deadlines as defined in this specification; and
  - b) maintenance requirements associated with the various planting themes, species, mature specimens and density of planting to ensure best practise while conducting horticultural maintenance.
- 3.3 The Contractor shall possess the professional competencies to ensure the horticultural practices are undertaken across all Sites and provide a professional standard of landscape presentation as required under this contract and prescribed by the Council Representative.
- 3.4 Activities outlined in the scope of works will be carried out using best industry practices by qualified and experienced personnel with the appropriate horticultural skills and knowledge. The Contractor shall ensure all personnel have a minimum qualification of Certificate 3 in Horticulture or Parks and Gardens, or be formally engaged in study or an apprenticeship to obtain this qualification.
- 3.5 The Contractor is expected to provide a fulltime presence within the Estate during normal hours of operation (refer to section 6. Hours of Operation). Contract personnel and plant and equipment shall be solely dedicated to this Contract and shall not be shared with additional services which may be provided to Council such as any other Contracts, contract variations or other works or services performed elsewhere by the Contractor, unless prior written approval has been sought from the Contract Administrator.
- 3.6 The Contractor shall allocate additional resources commensurate with any new Sites allocated to the Contract for maintenance. The Contractor will ensure that the specification is met regardless of growth to the Contract.
- 3.7 During the peak growth season the Contractor must ensure that a high service level and presentation is maintained despite the higher workload. Resources must be commensurate to ensure a high service level outcome.
- 3.8 These resources shall be ample to ensure hazards associated with the delivery of services are identified and managed.
- 3.9 The Contractor must provide adequate information, instruction, training and supervision to ensure that all employees are able to work in a safe manner, and skills and competencies must match the work activities within the Contract. This includes plant operator tickets and statutory licensing for specific plant together with machine induction and competency testing for smaller plant. Tickets and licences must be current and available onsite at all times. Tickets and licences may be requested at any time during a Site audit conducted by a Council Representative or Workplace Health and Safety Officer.
- 3.10 All personnel shall be inducted and trained specific to the scope of works, specification and work place health and safety requirements. Copies of induction and training records shall be kept onsite for each staff member within each crew and shall be provided to Council upon request.

#### 4. Service Levels

A high standard of presentation is expected by Council and the community within the Estate. The service levels are provided as a guide and minimum, the Contractor is expected to perform holistic maintenance to open space areas within the Estate, and maintain turf health, plant health, tree health, and all other aspects of maintenance and horticulture to a high standard and presentation.

- 4.1 Mowing shall occur on a varying frequency dependent upon seasonal growth conditions; however overall a minimum of 26 Cycles per annum will be performed. Maintenance of specified areas (refer to Attachment 4, Site List and Assets) shall be carried out as follows:
  - (a) 'Level 1' (from 1 December to 31 January) the frequency of Cycles shall occur weekly;
  - (b) 'Level 2' (from 1 September to 30 November, and 1 February to 30 April) the frequency of Cycles shall occur on a two (2) week Cycle; and
  - (c) 'Level 3' (from 1 May to 31 August) the frequency of Cycles shall occur on a three (3) week Cycle during the slow growth period.
- 4.2 Garden bed, Bioretention System and Vegetated Drain maintenance shall occur on a varying frequency dependent upon seasonal growth conditions; however overall a minimum of nineteen (19) Cycles per annum will be performed. Maintenance of specified areas (refer to Attachment 4, Site List and Assets) shall be carried out as follows:
  - (a) 'Level 1' (from 1 December to 31 March) the frequency of Cycles shall occur every two (2) weeks;
  - (b) 'Level 2' (from 1 September to 30 November, and 1 April to 30 April) the frequency of Cycles shall occur every three (3) weeks; and
  - (c) 'Level 3' (from 1 May to 31 August) the frequency of Cycles shall occur every four (4) weeks during the slow growth period.
- 4.3 Bushland maintenance shall occur at a minimum of eight (8) Cycles per annum occurring every six (6) weeks throughout the year with the exception of June and July; no maintenance will be provided to the bushland areas during these months.
- 4.4 Frequencies for mowing and garden bed maintenance are typical and may be increased or decreased by the Contract Administrator due to soil conditions and plant health influenced by weather trends.
- 4.5 The Contractor shall complete the scope of works for each Site at the specified frequency as a minimum.
- 4.6 When the Contractor has attended to the scope of works at all Sites according to the 'Annual Schedule' and 'Program of Works' they have completed a Cycle.
- 4.7 Each Cycle must be completed including any outstanding works identified by the Council Representative prior to commencing a new Cycle.
- 4.8 The Contractor's ability to meet the Cycles within the Annual Schedule provided by Council is a measurable Key Performance Indicator (KPI) (refer to Attachment 5, Key Performance Indicators).
- 4.9 The Contractor shall complete weekly inspections of the entire Estate to ensure that hazards (including branch protrusions to cycle/walkways and footpaths), debris, vandalism, and storm damage are made safe and the Estate is of high presentation. When issues within the Estate are noted the Contractor will ensure resources are immediately deployed to remedy the issue. Should the required rectification works fall outside the contract scope of works, the Contractor shall ensure the affected area is made safe and the Council Representative is notified immediately. The inspections shall be conducted once a week, however additional inspections shall be conducted following a storm, high wind and rainfall events, public holidays or as requested by the Council Representative.

## **5. GPS data, GIS data, Mobile Devices and SAMS**

- 5.1 The Sites and Assets to be maintained under this Contract are provided in Attachment 4, Site List and Assets.
- 5.2 All GIS digital data, including Site mapping, service and maintenance requirements including mulch types is viewable via web mapping or mobile device (refer to Attachment 7, Instructions to Access GIS Maps). The mapping displays the Site service requirements and the schedule of rates shall be applied respectively.
- 5.3 The data used to compile the mapping has been collected using aerial photos and visual Site inspections with GPS. The data has also been quality audited with field verification and is considered accurate; the Contractor is considered to be aware of characteristics, having fully informed themselves during the tender period by conducting their own Estate inspection.
- 5.4 The applicable mapping and data will be maintained by Council's GIS team. This will include regular GPS mapping of changes, additions, and deductions to the data set.
- 5.5 Any changes to the mapped areas and Assets considered appropriate by the Contractor must be submitted to the Council Representative in writing to ensure any required Site changes can be reviewed.
- 5.6 The Contractor will be responsible for printing Site maps if required or providing electronic access to staff for the performance of the Contract.
- 5.7 Council is currently transitioning to use a Strategic Asset Management System (SAMS) a software application. When SAMS is implemented Council Contractors will be required to utilise this system. Training will be provided at no cost to the Contractor however the Contractor will be required to make key staff available at no cost to Council and utilise the system as part of the service for this contract. Council will provide licences for the Contractor to utilise.
- 5.8 All vehicles used in this contract must have a working GPS device installed in the vehicle. GPS devices will be provided and installed by Council. The Contractor will be required to make the vehicle available at a Council depot as directed by the Contract Administrator or Council Representative for installation or maintenance.
- 5.9 The Contractor shall ensure all personnel have access to mobile devices to enable efficient onsite data management (i.e. reporting hazards, accessing GIS data, WHS documents) and to provide access to Council's Site mapping and the SAMS (refer to section 8. Reporting System). The Contractor will be responsible for providing personnel with mobile devices.

## **6. Hours Of Operation**

- 6.1 Normal hours of operation will be Monday to Friday between 7:00am and 5:00pm, excluding public holidays.
- 6.2 Work hours on any Site will be dictated by proximity to residential and commercial areas and private and public health services.
- 6.3 Any variation to day and/or work hours shall be submitted in writing for approval to Council's Representative at minimum 48 hours prior to works commencing.
- 6.4 Work shall be carried out in accordance with all relevant noise abatement legislation and local laws.
- 6.5 Operations shall be carefully programmed to avoid peak periods or at times of high traffic, eg: school drop off and pick up times, lunch times, public or school holidays.
- 6.6 Council will advise the Contractor with a minimum of five (5) working days' notice, of upcoming events within the Estate. In instances where Council receives insufficient notification to adhere to the timeframes, the Contractor and Council Representative will agree on a suitable outcome prior to the community event.
- 6.7 The Contractor shall ensure that the applicable area/s of the Estate are presented at a professional standard 48 hours prior to events to enable Council's Representative to assess condition. Council's Representative may request additional works once the review has been undertaken and the Contractor shall action these additional works.

## 7. Quality and Workplace Health and Safety Monitoring System

- 7.1 Council will conduct Site audits to measure Contractor's performance on Contract KPI's.
- 7.2 Safety and environmental audits will be conducted on set criteria. The criteria will be reviewed and updated regularly to ensure maintenance is compliant with relevant legislation (refer to Attachment 12, Safety and Environmental Audit Example).
- 7.3 If Council identifies non-compliance to a workplace health and safety criteria the work site may be shut down or all activities halted until the non-compliance is rectified by the Contractor. Examples of workplace health and safety non-compliance include but not limited to:
- (a) incomplete traffic management where required;
  - (b) missing traffic management plans;
  - (c) faulty plant and equipment;
  - (d) staff operating machinery without necessary licences or qualifications;
  - (e) staff not wearing the appropriate personal protective equipment; and/or
  - (f) chemicals use other than those specified by Council (refer to Attachment 6, Approved Chemical List).
- 7.4 Results of performance audits are sent to the Contractor on the day following the audit. This report will be used as an indicator of Contract performance and may also be used to assist with community consultation and management.
- 7.5 Continued failure of workplace health and safety criteria during audits and ongoing poor performance during these audits may constitute a substantial breach of Contract.

## 8. Reporting System

Contract reporting requirements are detailed below with examples and templates provided in the attachments. The SAMS will replace existing reporting requirements. The Contractor will be required to use this system.

### 8.1 Required reports:

- (a) Strategic Asset Management System
- (b) Annual Schedule
- (c) Program of Works
- (d) Training and Licence Matrix
- (e) Completion Schedule
- (f) Monthly Report
- (g) Defects and Hazards
- (h) Quality Assurance Report

### 8.2 Strategic Asset Management System

- (a) The Contractor will be directed to utilise the SAMS to complete all reporting deliverables of this contract i.e. Annual Schedule, Program of Works, Completion Schedule, Defects and Hazards, Customer Request Management, and Quality Assurance.
- (b) Reporting requirements are as detailed within the following clauses until the SAMS is fully implemented.

### 8.3 Annual Schedule

- (a) Council shall provide an Annual Schedule (refer to Attachment 9, Annual Schedule Example) to the Contractor at the commencement of the Contract, and then two (2) weeks prior to the anniversary of the Contract.
- (b) The Contractor shall commence and complete the Cycle within the dates specified in the Schedule and as outlined in section 4. Service Levels. Should the Contractor fail to commence and complete the scheduled works by the allocated timeframe, then the relevant notice will be forwarded to the Contractor, unless prior written approval from the Council's Representative has been provided.

- (c) Any deviation from the Annual Schedule requires prior written approval from the Contract Administrator. Details to be provided when seeking such approval include the cause of delay, and the proposed plan to bring the scope of works and Cycle back into alignment with the Annual Schedule.

#### 8.4 Program of Works

- (a) The Contractor shall submit a Program of Works outlining the sequence Sites will be serviced. A template Program of Works shall be submitted in a format provided by the Contract Administrator (refer to Attachment 10, Completion Schedule Example).
- (b) The Program of Works shall be submitted to Council for approval at the commencement of the Contract and after a Contract variation has been granted, two (2) working days prior to the Cycle commencing.
- (c) In circumstances where a Program of Works is not supplied or is inaccurate, then the relevant notice shall be issued unless prior written approval from the Council Representative has been received.

#### 8.5 Training and Licence Matrix

- (a) The Contractor must maintain a training and licence matrix for all personnel.
- (b) The training and licence matrix will be made available to Council upon request by the Contract Administrator or the Council Representative.

#### 8.6 Completion Schedule

- (a) The Contractor will provide a record of cyclic maintenance (template to be provided by the Contract Administrator (refer to Attachment 10, Completion Schedule Example)) as follows:
  - (i) Site name and number;
  - (ii) maintenance activity i.e. mowing, garden bed maintenance, mulching, playground inspections, bushland maintenance, infrastructure maintenance;
  - (iii) date the Site was started and completed;
  - (iv) size of Site (data provided by Council);
  - (v) percentage completed for partially completed Sites and reason;
  - (vi) herbicides used; and
  - (vii) amount of green waste removed.
- (b) This document shall be submitted to Council within four (4) working days of completing the Cycle.

#### 8.7 Monthly Report

- (a) The Monthly Report (refer to Attachment 11, Monthly Report Detail Example) will be a report supplied by the Contractor, which shall be submitted to Council four (4) working days after the last day of month. The report will provide a summary of works, which includes but not limited to:
  - (i) overview of works for month;
  - (ii) projection of works for next month;
  - (iii) turf maintenance overview;
  - (iv) playground and fitness inspections including supporting documentation (refer to Attachment 14, Park Playground Routine Visual Inspection Record Example);
  - (v) workplace health and safety;
  - (vi) customer requests (refer to section 8.7 Defects and Hazards);
  - (vii) progressive planting list;
  - (viii) updates to Annual Scheduled works;
  - (ix) chemical usage for month including supporting documentation; and
  - (x) details of Site inspections performed for month.



## 8.8 Defects and Hazards

- (a) Hazardous items are any defects which are considered a risk to public health and safety. These defects shall be reported to Council's Customer Services branch immediately when identified.
- (b) The customer reference number provided after reporting a hazard shall be included in the Monthly Report with the details as specified as follows:
  - (i) the number of total requests completed;
  - (ii) nature of the each request; and
  - (iii) the resolution.
- (c) Maintenance works or repairs which fall outside the scope of this Contract and require action by Council shall be reported to Council's Customer Service branch and details shall be included in the Monthly Report.
- (d) Any defects which are observed as stated above shall be reported to Council's Customer Service Branch via email, mobile application, or phone with the following information to be provided at a minimum:
  - (i) name of person identifying the defect;
  - (ii) mobile phone number;
  - (iii) Site identification number;
  - (iv) assets which are damaged (photos); and
  - (v) details of exact location (address) including land marks within open space including recommendation for treatment.

## 8.9 Quality Assurance Report

- (a) During and upon completion of a Cycle the Contractor's supervisor and or senior team member must complete audits on 25% of all sites per month.
- (b) The Contractor must complete audits of 100% of sites after four (4) months.
- (c) Audits must be completed within two (2) days of the Cycle ending to ensure the quality of work is monitored shortly after completion.
- (d) The audits must be completed via the Arc Collector App (refer to Attachment 15, Quality Assurance Report Example) and will include the criteria provided by Council and one photo per Site at a minimum.
- (e) The audits from Arc Collector will be collated via a database which displays the audit results for each of the Sites audited for each Cycle. Council will provide the Contractor instructions and details on utilising this application (refer to Attachment 15, Quality Assurance Report Example).

## 9. Customer Request Management

- 9.1 Customer requests will be forwarded to the Contractor electronically and actioned within four (4) working days.
- 9.2 If the nature of the request is deemed to be hazardous or is a complaint regarding the Contractor's services the customer request is to be resolved within 24 hours.
- 9.3 Written confirmation of actions taken, timeframes and steps to prevent reoccurrence is to be provided to the Council Representative for all customer requests.
- 9.4 The Contractor will include details of all the customer requests in the Monthly Report (refer to section 8.7 Monthly Report).

## 10. Turf Maintenance

Healthy turf improves the amenity of a landscape while providing open space for the general public and community. Turf areas are highly utilised by the community for a wide range of activities and in many cases can be the focal point of a park.

- 10.1 A high level of presentation in all turf areas will be expected throughout the Estate.
- 10.2 Before mowing, the area to be cut must be checked for debris, which may include stones and other hard objects likely to be thrown up by the mower during use. Machinery operators must be aware of the general public to reduce the risk of injuries from projectiles. Advisory signage notifying open space users that works are being conducted, shall be erected and displayed before work commences at a worksite.
- 10.3 The maintenance of lawn and turf areas will be carried out using best industry practices by experienced personnel with the appropriate horticultural skills.
- 10.4 Mower blade height must be adjusted to prevent unsightly burning or scouring of grass. The mower must be set to produce a blade height of approximately 25 mm above the soil surface, or at an agreed height negotiated with the Council Representative.
- 10.5 A catcher must always be used to prevent a build-up of thatch in the turf, which can reduce fungal problems in the lawn. Windrows or broadcasting of clippings is not acceptable. The Contractor may be requested to remove the clippings at their own expense if the Council Representative deems the quantity to be unacceptable.
- 10.6 Maintenance for turf areas within the Estate shall be completed during one scheduled visitation, as opposed to numerous visitations separated by different services.
- 10.7 Lawn edging shall be carried out wherever lawns adjoin garden edges, pathways and other hard surfaces, using a lawn edger. Lawn edging will be carried out at the same time as lawn mowing during each Cycle and spade edges shall be maintained. Lawn grass should not be allowed to invade planting areas, to obscure edging or mowing strips along walls, under fences, screens and around trees. Line trimmers or similar gardening implements are not to cause damage to plants and/or ring barking to trees. The Contractor will be directed to replace the plants or trees including advanced stock should this occur at no cost to Council.
- 10.8 All hard surfaces are to be swept or blown down after maintenance activity.
- 10.9 The Contractor shall conduct soil tests on three (3) parks annually prior to November, to determine a suitable nutrition plan for all parks within the Estate; which shall be submitted to the Council Representative for approval. Application of the nutritional plan will be a variation to Contract, should Council approve.
- 10.10 Fertilising is to be undertaken at a minimum of four (4) times a year regardless of item 10.10 above. Applications of a complete slow release fertiliser, combined with an instant feed lawn food at manufacturer's specified rates, will occur typically in March and September. The Contractor shall ensure the appropriate Personal Protective Equipment is worn by personnel while distributing the fertiliser. All fertilisers are to be used as per the manufacturer's directions. The fertiliser type must be approved by the Council Representative.
- 10.11 Turf Weeds – healthy and well-maintained lawns will provide resistance to invasion of turf weeds and foreign grasses. The Contractor must ensure that all turf areas maintain less than five percent (5%) weed coverage utilising the approved chemicals (refer to Attachment 6, Approved Chemical List). If any areas exceed this then the Contractor shall report this through the Reporting System (refer to section 8. Reporting System). This will be monitored through Council's Quality Monitoring System (refer to section 7. Quality and Workplace Health and Safety Monitoring System).
- 10.12 Lawn Rejuvenation – if lawns present an unthrifty appearance or for other reasons are in a poor condition, renovation may be required. Renovations may include de-thatching, aerating, or scarifying. The Contractor shall report any such requirements in the Reporting System (refer to section 8. Reporting System). These works may be performed as a variation to Contract.
- 10.13 The Contractor shall attempt to engage in alternative landscape maintenance practices which result in sustainable outcomes beneficial to the environment. Any alternatives shall be discussed with the Contract Administrator prior to being implemented.

## 11. Garden Bed Maintenance

Effective garden bed maintenance practices will ensure that plants are in a strong and healthy condition. Healthy plants improve the amenity of a landscape and provide natural resistance to pests and diseases. For the purposes of this Contract a weed is a plant growing where it is not wanted. Pruning shall be carried out for the following reasons:

- (a) to promote flowering;
  - (b) to maintain the habit and growth form of the plant;
  - (c) to remove damaged, diseased and dead vegetative material;
  - (d) to prevent obstruction to pedestrians or traffic; and
  - (e) to reduce the height or spread of a plant.
- 11.1 The Contractor shall prune or hedge vegetation within 200 millimetres of any asset, or within 200 millimetres of any adjacent playground fence unless Council has clear direction otherwise.
- 11.2 Plants shall be maintained in such a way as they do not compete with one another and are able to grow in a healthy environment. Where plant spacing is restricted and this cannot be achieved, ongoing pruning may be required. Arrangements may be made where removals need to occur, in such instances the Contractor will be required to liaise with the Council Representative.
- 11.3 The Contractor may identify areas where the planting densities are excessive or inappropriate species have been planted and require remedy. In these instances the Contractor shall schedule a meeting with the Council Representative to discuss and propose options for remedy.
- 11.4 Maintenance for all mapped garden bed areas within contracted Sites shall be completed as per the Contract maps (refer to Attachment 7, Instructions to Access GIS Maps) during one scheduled visitation, as opposed to numerous visitations throughout the Cycle.
- 11.5 The Contractor shall remove and dispose of all rubbish debris, grass clippings, weed rubbish, non-organic e.g. bottles, paper etc. offsite at an appropriate landfill facility or site advised by the Council Representative.
- 11.6 Self-seeding plants not in accordance with the planting theme and design shall be regarded as 'weeds'.
- 11.7 Weeds must be removed before they are allowed to seed and should be totally removed offsite.
- 11.8 Garden beds are to be kept in a neat and tidy manner. High presentation is required of all areas.
- 11.9 Gardens beds must be free from weeds or treated with herbicide (via hand removal or spraying) for the Site to be deemed complete.
- 11.10 Gardens beds must be completely free of litter and debris for the Site to be deemed complete.
- 11.11 Weeds larger than 200 millimetres in height must not be sprayed as this creates spray drift and leaves large dead weeds which are unsightly, large weeds must be removed manually.
- 11.12 Weeds within 200 millimetres of other plants shall be removed manually or painted with approved herbicide.
- 11.13 The Contractor shall use blue dye marker to identify which areas have been treated.
- 11.14 Neat hedging and pruning cuts shall be maintained for all border plantings, further hedging and pruning may be required as notified by the Council Representative.
- 11.15 Hedging shall be to a height specified by the Council Representative. Presentation will be neat with straight and strong lines upon each scheduled service, (with consideration for pedestrian and traffic visibility). Hedges may from time to time require hard pruning and the Contractor must ensure this is scheduled every six (6) months or as directed by the Council Representative. This may include grasses such as Lomandra species, Dianella species and others.
- 11.16 Tussock plants, grasses and groundcovers which require seasonal pruning to rejuvenate shall be cut in August and September annually.

- 11.17 Sight lines for pedestrian and traffic visibility must be kept in accordance with a maximum height of 500mm from asphalt road surface for approaches to intersections. Any concerns shall be forwarded to the Council Representative immediately in writing for clarification.
- 11.18 Clearance for pedestrians shall be maintained at all times, vegetation shall be pruned back and shall never be allowed to encroach to the path edge.
- 11.19 The Contractor shall make provisions to hard prune hedges which are below two metres (2m) in height where required to rejuvenate or renovate the hedges.
- 11.20 Instances where significant height reduction to shrubs or hedges is required shall be notified to the Council Representative to ensure there is not an adverse reaction from the community.
- 11.21 All hard surfaces are to be swept or blown to ensure that the Site is clean and presentable upon the completion of the Site.
- 11.22 Turf areas adjacent to garden beds shall be raked with the mulch directed back into the garden beds; to maintain the spade edging (refer to clause 14.6). Mulched areas shall be raked to ensure a neat and even coverage over the garden beds. Any mulch which is displaced through the open space area shall be returned to garden bed where it originated from.
- 11.23 Fertiliser shall be applied generally to plants to promote strong healthy growth. A slow release fertiliser specific for native plants (low in phosphorus, organic, low odour) shall be applied in accordance with the manufacturer's directions twice a year typically in March and September. Once the fertilising has occurred this must be reported in the Reporting System (refer to section 8. Reporting System). All fertilisers are to be used as per the manufacturer's directions. The fertiliser type must be approved by the Council Representative.
- 11.24 All plants should be monitored for pest and disease attack. The Contractor shall provide digital images of trees and plants affected, location, and detail the proposed method of treatment as per the Monthly Report (refer to section 8.7 Monthly Report).
- 11.25 The Contractor shall make provisions for the application of insecticide and/or fungal application as required; it must be applied strictly as per the manufacturer's directions by the Contractor's licenced chemical applicator.
- 11.26 Dead plants, shrubs, tussock plants, ferns, groundcovers or climbers shall be removed. The Contractor shall make note of dead and diseased plants when removed and include within the Monthly Report (refer to section 8, Reporting System) with recommendation for replacement species, including numbers. This will enable Council to record this information and schedule replacement planting. Where large specimen deaths occur or large numbers of plant deaths occur, photos shall be included within the report and the Council Representative shall be contacted immediately on discovery.
- 11.27 Organic and environmentally sustainable garden maintenance and weed treatment methods will be favoured when compared to chemical and traditional treatments. The Contractor shall obtain approval from the Council Representative before undertaking any alternative garden maintenance activities.

## 12. Bioretention System and Vegetated Drain Maintenance

Bioretention systems are designed to capture and filter stormwater through vegetation and filter media to improve water quality while providing visual amenity and promoting ecology within urban areas. Vegetated Drains are similar in nature to Bioretention Systems however cover a much larger surface area and are densely planted with sedges and ground cover vegetation. Batters of the Bioretention System and Vegetated Drain will be considered as a garden bed for the purpose of this Contract.

- 12.1 All clauses specified under section 11. Garden Bed Maintenance with the exception of chemical use, apply to Sites which are mapped as Bioretention Systems and those mapped as Vegetated Drains.
- 12.2 Effective Bioretention System and Vegetated Drain maintenance practices will ensure that plants are in a strong healthy condition and basin floors remain densely planted. The contractor must report any occurrences of sparse plant spacing in the Monthly Report (refer to section 8.7 Monthly Report).
- 12.3 Bioretention Systems and Vegetated Drains are to be free from weeds (via hand removal and tools). No herbicide shall be used unless prior written authorisation has been received from the Contract Administrator or the Council Representative.
- 12.4 Litter and debris is to be removed, ensuring inlets and outlets are free from obstruction. Blockages to inlets and outlets shall be reported to Council's Customer Service branch (refer to section 8.8, Defects and Hazards).
- 12.5 The Contractor must report potential issues which would prevent the Bioretention System and Vegetated Drain from draining efficiently to Council's Customer Service branch (refer to section 8.8, Defects and Hazards). The Contractor shall report to Council any vandalism or asset failure including damage to pipes, flush out caps, scour or erosion and grate damage.
- 12.6 Sediment shall be removed on each Cycle. Sediment loads are expected to be low due to small catchment sizes and smaller fore bays.
- 12.7 Report excessive sediment where it is smothering the Bioretention System vegetation (Bioretention System only) or where reoccurring build-up of sediment occurs, must be included in the Monthly Report (refer to section 8, Reporting System).
- 12.8 The Contractor shall rake (scarify) the filter media to disturb or remove accumulated silt / sediment crust and organic debris on the surface to allow for free drainage through the top 20-50mm (Bioretention System only).

## 13. Tree Maintenance

Trees provide many benefits to Council and the community, including but not limited to climatic modification, carbon sequestration, amenity, habitat, wellbeing, sense of place, environmental and sustainability and hence are considered a valuable community asset.

- 13.1 Contractor personnel must not undertake arborist specific work.
- 13.2 All trees within the Estate shall be pruned including street trees and those within open space areas. The Contractor shall maintain all tree branches within three metres (3m) of the ground. Any branches which are "runaway", "protruding", or within 150 millimetres of an Asset. Any beyond this height shall be reported through to Council's Customer Service branch (refer to section 8.8 Defects and Hazards). Trees shall be predominately clear trunked to ensure clear visibility and access for motorists and pedestrians.
- 13.3 All pruning of trees must be conducted with hand tools, and shall be carried out using best practice methods and comply with the Australian Standards (AS4373-2007).
- 13.4 Tree stakes and ties shall be monitored and removed one (1) year after planting. If the Contractor believes that the tree cannot support itself after this period the Contractor shall advise the Council Representative the tree needs to be inspected to consider its replacement or the stakes and ties need to remain (refer section 8.8 Defects and Hazards).

- 13.5 If tree ties become loose or missing and are not due for removal the Contractor shall reinstate to ensure method is consistent with other methods in the Estate or consult with the Council Representative.
- 13.6 Any queries or concerns relating to trees shall be reported through to Council's Customer Service branch (refer to section 8.8 Defects and Hazards).
- 13.7 Tree deaths above three metres (3m) in height shall be reported through to Council's Customer Service branch (refer to section titled 8.8 Defects and Hazards). The Contractor will be required to remove any below this height.

#### 14. Mulching

Mulch improves the amenity of the landscape while conditioning the soil and improving water retention, this benefits the plants within the landscape.

- 14.1 The Sites, individual areas to be mulched, and product to be used are to be negotiated with the Council Representative in March to April, prior to the mulching period. It is envisaged that approximately fifty percent (50%) of garden beds and street trees will be mulched annually. During these negotiations Council may direct the Contractor to use forest blend in replacement of the hardwood chip within parks and open space Sites.
- 14.2 Mulch shall be supplied by the Contractor (Hoop curl or Hardwood chip) or use forest blend in replacement of the hardwood chip, per negotiations.
- 14.3 The mulching rates supplied by the Contractor must allow for all materials and labour associated with the specifications particularly this section 14. Mulching.
- 14.4 The Contractor shall ensure that all personnel have the necessary qualifications and licences required to operate any plant involved. Copies of all licences and tickets shall be made available to any Council Representative or Workplace Health and Safety Officer upon request at all times. Any instances where the Contractor does not adhere with this clause will be considered a substantial breach of Contract.
- 14.5 Mulch shall be laid on an even gradient across the area to be mulched and funnelled in towards plant and tree stems to aid water movement and ensure mulch is not sitting flush against the trunk or base of stem as this may create collar rot.
- 14.6 Prior to mulching the Contractor shall ensure there is a spade cut edge to depth of 75 millimetres on all mulch areas. The spade edge shall be neat, clean and be of straight lines or of an even gradient for curved garden beds. The soil and turf shall be removed from Site. The new mulch shall be keyed in to hardstand areas which may require raking back of the existing mulch.
- 14.7 The Contractor shall install mulch to areas identified (refer to 14.1) annually per agreed Sites, to maintain a minimum depth of 75 millimetres and an maximum of 100 millimetres as detailed (refer to Attachment 7, Instructions to Access GIS Maps):
  - (a) Streetscape, Medians, Islands – Hoop curl blend (or similar to be approved by Council's Representative) to be mulched annually.
  - (b) Parks and other open space – Hardwood Chip or Council supplied forest blend (or similar to be approved by Council's Representative) to be mulched annually.
- 14.8 Mulching of all Sites shall be undertaken during winter within the months of May, June and July with a deadline for completion of 31 July annually.
- 14.9 Street trees located in front of residential properties and Sites are not indicated on the Map Book, however the Contractor shall make provisions to ensure all street tree bases within the Estate are mulched per negotiations (refer to clause 14.1) with hardwood chip or Council supplied forest blend, as advised by the Council Representative. Mulch is to be applied to maintain a depth of 75 to 100 millimetres depth, keeping clear of stem and is 50 millimetres back from trunk.
- 14.10 To minimise the occurrence of root rot in Pandanus (*pandanus tectorius*), organic mulch types are to be avoided within the drip line where possible. Coarse river sand or rock mulch is preferred and shall be negotiated with the Council Representative.

## 15. General Landscape Maintenance

- 15.1 All litter and/or debris within garden beds and mowing areas are to be collected and disposed of responsibly, offsite at an appropriate landfill facility or a Site advised by the Council Representative, at the Contractor's expense.
- 15.2 Litter is deemed to be any material that has been deposited unlawfully or unintentionally that would interfere with the garden bed activity or would remain visually unacceptable after the completion of the maintenance activities. Materials include but are not limited to paper, cardboard, plastic, glass, rocks, branches, garden refuse, timber or palm fronds.
- 15.3 All green waste including illegal disposal within Council reserves shall be removed by the Contractor and deposited at an approved green waste facility at the Contractor's expense.
- 15.4 The Contractor shall remove palm fronds from all open space areas within the Estate on at least a weekly basis, including retrieval from roads, gutters, footpaths and nature strips in addition to areas that are mapped for maintenance.
- 15.5 Green waste may be deposited with no fees at the sites identified in Attachment 8, List of Green Waste Sites. The Contractor must ensure that only green waste is deposited at these locations and no other litter or debris is dumped or mixed in. Misuse of these Green waste Sites will result in a 'Notice to Remedy' being issued to the Contractor. Further non-compliance will result in the Contractor's access to these facilities denied and costs associated with disposing green waste will be at the Contractor's expense.
- 15.6 In the event that larger items are illegally dumped within the Estate, such as white goods and mattresses, the Contractor shall report these items through to Council's Customer Service branch (refer to section 8.8 Defects and Hazards).
- 15.7 In the event that trees have fallen, are hanging over any asset or present a hazard and require additional services to remove them, the Contractor shall report these items through to Council's Customer Service branch (refer to section 8.8 Defects and Hazards).
- 15.8 If the Contractor fails to remove litter, including illegally dumped litter, the relevant notice shall be issued to the Contractor with details identifying unacceptable maintenance for remedy.
- 15.9 Sharps shall be collected and disposed of through Council approved disposal service. The Contractor must be fully aware of needle stick injury hazards and therefore handle sharps in a safe manner.
- 15.10 It is not the responsibility of the Contractor to clear any park and/or street bins provided at any applicable Sites.
- 15.11 Where park and/or street bins are located on Sites, they are not to be used for disposal of any litter collected as a requirement under the specifications as contained in this document.
- 15.12 Open space areas are designed for passive recreational use and as such vehicle use within Sites should be kept to a bare minimum. Unacceptable vehicle use within these areas shall be regarded as a serious breach and a notice with details identifying the unacceptable use shall be forwarded to the Contractor for remedy. An example of this is driving within two metres (2m) of the tree drip line.
- 15.13 Any damage to turf areas or garden beds as a result of poor maintenance practices or vehicles entering Sites which are wet shall be reinstated by the Contractor at the expense of the Contractor.
- 15.14 Damage as a result of vandalism shall be reported to Council's Customer Services (see Section 8.8 Defects and Hazards).
- 15.15 Any vegetation present within gutters, footpaths, traffic islands, and infrastructure within two metres (2m) of an area mapped for maintenance shall be treated with herbicide. Any vegetation over 50 millimetres must be brush cut after the herbicide has been absorbed by the vegetation as per the label instructions. Any persistent vegetation shall be recorded for future reference and monitoring.
- 15.16 Contractor shall make provision to clean palms of spent fronds and inflorescence to a height of five metres (5m) using a telescopic pruning saw.

## 16. Supplementary Works

- 16.1 The Council Representative may, during the Contract term, request the Contractor complete supplementary works as required. These works may include; watering, top dressing, supply and plant various sized stock; and the supply and install of mulch to garden beds not covered under the scope of works.
- 16.2 Planting may be requested by the Council Representative for garden beds and street trees where garden beds or streets have bare areas or plant/tree deaths have occurred. Planting shall be undertaken as per the schedule of rates or as agreed between Council and the Contractor in the case of plants or sizes not covered in the schedule of rates, subject to approval by the Council Representative.
- 16.3 Garden beds shall be prepared for planting as follows when directed:
- (c) cultivated to a depth of 400 millimetres;
  - (d) organic garden blend (in accordance with AS 4419-2003), to be approved by the Council Representative, shall be imported and replace existing soil to a depth and width of 200 millimetres for each plant;
  - (e) slow release fertiliser (low phosphorus) shall be applied in accordance with the manufacturers recommendations for juvenile plants;
  - (f) water crystals shall be inserted as per manufacturers specifications, the Contractor must avoid placing this under the plant's root-ball;
  - (g) initial soak of five (5) litres of water per plant into the pre-dug hole prior to planting; and
  - (h) all provisions must be made to ensure sediment is contained within the planting area and the works comply with erosion and sediment control regulations, no Site shall be left incomplete by close of business of that working day.
- 16.4 Planting of plants and trees (various sizes) shall be as follows:
- (a) due diligence and care shall be taken when planting to ensure healthy plants / trees prevail;
  - (b) plant / tree stems shall be just below the soil surface and a shallow dish formed at the base of the plant / tree, to ensure water run off drains into the critical root zone;
  - (c) composted organic mulch shall be applied to the planting area or other type to be approved by the Council Representative to a depth of 75 millimetres and shall not sit against the bark / stem of the plant / tree;
  - (d) after planting an additional five (5) litres of correctly diluted 'seaweed' solution will be used for watering;
  - (e) planted trees shall be staked and tied as directed by the Council Representative;
  - (f) the Contractor shall ensure that the plants / trees are watered with a sufficient amount of recycled water for a period of three (3) months;
  - (g) maintenance responsibilities shall occur for a period of three (3) months and include but not limited to hand weeding around the base of the plant, adjusting ties and stakes; and
  - (h) any deaths over ten per cent (10%) of the total number of plants planted within a Site /street shall be replaced and planted in accordance with this clause.
- 16.5 Top dressing requested to be completed by the Council Representative shall be as follows:
- (a) The Contractor must use Council approved material which is 'Sunshine Coast Blend' unless approved by the Council Representative in writing;
  - (b) the turf/surface shall be lightly top dressed to correct any undulations or unevenness in the established turf/surface across the area specified. Council may in some instances provide the suitable soil; and
  - (c) top dressing must be completed using the appropriate lawn levelling device to rub the soil into the turf and level against any hard edges.
- 16.6 Plant deaths will be replaced by the Contractor at the Contractor's expense- where death occurs due to the following reasons;



- (a) hedging or pruning during water stress;
- (b) incorrect pruning techniques;
- (c) incorrect chemical application (residue included); and
- (d) insufficient watering during establishment.

## 17. Bushland Maintenance

- 17.1 Maintenance activities which are expected within these bushland areas include but are not limited to:
- (a) removal of deadfall which is hazardous or has the potential to be hazardous i.e. overhanging playgrounds, paths;
  - (b) blowing down of paths;
  - (c) pruning of vegetation from paths and property boundaries;
  - (d) removal of self-seeding weeds and ongoing weed issues; and
  - (e) recommendation of species and quantities for infill planting through the Monthly Report if requested (refer to section 8.7 Monthly Report).

## 18. Chemical Application

- 18.1 Chemical application shall be in accordance with the Agricultural Chemicals Distribution Control Act 1966 (ACDC Act). The ACDC Act controls ground distribution (spraying, spreading or dispersing) of herbicides from ground equipment.
- 18.2 Council only allow the use of selected chemicals (refer to Attachment 6, Approved Chemical List), the Contractor must adhere to the use of these chemicals and the safety requirements, no other chemicals will be authorised.
- 18.3 Daily risk assessments must document control measures and take into consideration:
- (a) proximity of water ways;
  - (b) decanting;
  - (c) application times including peak periods;
  - (d) weather conditions;
  - (e) drift control;
  - (f) non target species;
  - (g) licenced operators, and their supervision of all other staff; and
  - (h) public use of the site.
- 18.4 All herbicides used for the scope of works shall contain blue dye marker with the colour to be approved or changed as required by the Council Representative.
- 18.5 Advisory signage at all entrances to the immediate area shall be displayed to notify the community that herbicides are in use.
- 18.6 Should the herbicide applied not perform as required due to weather or herbicide deterioration, the Contractor shall return to reapply until the scope of works has been met.
- 18.7 Herbicide shall not be sprayed within 200 millimetres of any plants but may be painted with approved herbicide.
- Chemicals shall be applied using appropriate equipment of the type recommended by the manufacturer. Chemicals shall not be allowed to spill, spray, and drift or otherwise come into contact with any non-target vegetation. Chemicals shall not be applied within ten metres (10m) of any member of the general public.
- 18.8 Application times should be carefully programmed to avoid usage during peak periods or at times of high traffic, eg: school drop off and pick up times; lunch times; and public or school holidays.
- 18.9 Chemicals are not to be applied when local wind speed is above 18 kilometres per hour, or is sufficient to cause unmanageable spray drift, or in any case where rain is forecast within the optimum absorption period specified on the label. In irrigation areas the

- Contractor must ensure that irrigation does not occur within the optimum absorption period specified by the chemical manufacturer.
- 18.10 A hood or cone may be fitted over the nozzle of the spray wand to prevent spray drifting onto ornamental plants. If an ornamental plant is accidentally sprayed, the affected area should immediately be rinsed thoroughly with water. If overspray or residue harms or causes stress and/or eventually causes death to a non-targeted plant, the Contractor will replace Plants at no cost to Council.
- 18.11 The Contractor and/or the Contractor's staff engaged in the application of chemicals utilising ground equipment, as defined by the ACDC Act under this Contract, must be accredited. All safety procedures and practices recommended by the manufacturer of the chemicals being used are to be strictly observed. In addition there must be at least one person on any Site in a supervisory capacity where chemical is being utilised. This person must hold an ACDC licence. The supervisory person must be onsite and within audible voice range of the chemical users during the entire operation from preparing the chemicals for use to the completion of the work on the Site.
- 18.12 Any chemicals used shall be only used when within the product shelf life and are to be stored, transported, dispensed, prepared, mixed, combined and applied strictly to the manufacturer's recommendations.
- 18.13 Chemicals shall be housed in lockable, ventilated, leak proof containers when carried on vehicles for extended periods, and shall be stored and transported in a safe and secure location, to prevent potential spillage and deterioration of chemicals.
- 18.14 Chemical mixtures, or any portion of unused mixture, which the Contractor wishes to dispose of must only be disposed of at a place registered for the disposal of chemicals and are strictly not to be emptied into a drain, sewer, and watercourse or water body.
- 18.15 Equipment used in the application of chemicals must not be cleaned within the Estate. Cleaning is to occur in a properly constructed area approved and/or licenced under the Environmental Protection Act for this activity.
- 18.16 The Contractor and/or Contractor's staff engaged in the handling or use of chemicals are deemed to have thoroughly read the product label and have ready access to a Safety Data Sheet (SDS) for each chemical being used. The relevant SDS and product labels are to be onsite whenever chemicals are being used.
- 18.17 The Contractor is to abide by the General Environmental Duty as specified by Section 36(1) of the Environmental Protection Act, namely:  
"36(1) a person must not carry out any activity that causes, or is likely to cause, environmental harm unless the person takes all reasonable and practicable measures to prevent or minimise the harm (the "general environmental duty")."
- 18.18 The Contractor must prepare a log of chemical application detailing: date, applicators name, target species, temperature, wind conditions, chemical used, volume of concentrate, total volume of solution applied and supplementary comments. This log shall be available onsite for daily activities and submitted monthly as part of the 'Monthly Cyclic Report' (refer to section 8.6 Monthly Cyclic Reporting) or supplied to the Contract Administrator or the Council Representative within 12 hours of request.
- 18.19 The Contractor shall attempt to engage in alternative landscape maintenance practices which result in sustainable outcomes beneficial to the environment. Where directed by the Council Representative, the Contractor shall use alternative weed control products currently being trialled or used by Council (refer to Attachment 6, Approved Chemical List). Any alternatives shall be discussed and approved with the Contract Administrator prior to being implemented.

## 19. Park Infrastructure Maintenance

- 19.1 Inspections shall be conducted to all playgrounds, fitness / sports equipment, street / park furniture, timber decks, shelters and artworks that are installed within each Site. Upon undertaking each Garden bed maintenance cycle, the Contractor is to inspect and report any of the following incidences to Council in accordance with the 'Reporting System' (refer to section 8, Reporting System):
- (a) any breakages, vandalism, damage unusual wear or degradation of components and graffiti;
  - (b) structural integrity of parks infrastructure checked and report any damage which is deemed to have the structural integrity compromised;
  - (c) check colourfastness of park signage text and record any deterioration or unusual wears of the sign components;
  - (d) ensure any vandalism which occurs is reported; and
  - (e) ensure playground soft fall areas are maintained during each scheduled maintenance Cycle. This will include but not be limited to, ensuring soft fall areas are weed free and surface levels are left raked at a consistent level in line with the playground edging.
- 19.2 Stained timber Assets are to be repainted with Intergrain 'Ultradeck' annually, typically during the month of May. If an additional coating is required alternatives shall be requested in writing with the Council Representative prior to being implemented.
- 19.3 Painted timber Assets are to be recoated every third year, typically during the month of May. Timber assets are to be painted with a premium quality product after preparation is undertaken in accordance with the product label. Existing painted assets are to be repainted in 2019 and 2022 calendar years.
- 19.4 Painted timber assets are to be pressured cleaned with suitable equipment on alternative years when not repainted.
- 19.5 Graffiti - for reporting purposes; Council's intervention for removal of graffiti is 24 hours for offensive graffiti and seven (7) days for other graffiti. The Contractor shall report all graffiti with the above timeframes to Council in accordance with the 'Reporting System' (refer to section 8, Reporting System).
- 19.6 The Contractor shall ensure that any hazardous or vandalised assets are reported to Council in accordance with the 'Reporting System' (refer to section 8, Reporting System). If the Site is deemed to be unsafe as a result of the damage sustained, the Contractor shall supply and install safety mesh to barricade the affected Site and secure any damaged elements. The Contractor shall report any damage to the Council Representative immediately so that rectification work can be carried out promptly in accordance with the Reporting System (refer to section 8, Reporting System).
- 19.7 The playground / fitness equipment maintenance will consist of soft fall maintenance and a 'Routine Visual Inspection'.
- 19.8 Playground soft fall depths must comply with Australian Standard AS 4422 (250 millimetres) in high use critical fall zones and scuffed areas, including under swings, fire poles, rotating or spinning equipment, exit run-out of slides, hang and glide/aero-glide. The Contractor shall rake soft fall back into scuffed areas during each scheduled visitation. Should the playground footprint require additional soft fall the Contractor shall report this on the routine visual inspection (refer to Attachment 14, Park Playground Routine Visual Inspection Record).
- 19.9 The routine visual inspection is required to identify obvious hazards that may result from vandalism, use or weather conditions (e.g. twisted chains, torn swing seats, damaged, loose and worn parts, broken bottles, removal of foreign objects and debris from the playground footprint and loss of soft surfacing due to wear and weather events, report any tree deadfall and hung up deadfall). Should the Contractor fail to complete routine visual inspection in accordance with this specification then Council will conduct the routine visual inspection at the Contractor's expense.
- 19.10 The Contractor shall record inspections on a template provided by the Contract Administrator (refer to Attachment 14, Park Playground Routine Visual Inspection Record), which must include findings as mentioned above and be signed and dated by

the person undertaking the inspection. A copy of this report is to be provided to Council as described in Section 8. Reporting System.

## 20. Workplace Health and Safety

The Contractor is expected to meet their obligation to safety as defined within this specification.

- 20.1 Documents that outline steps of the activity, identify the safety hazards that may be encountered and specify the control measures which are to be maintained by the Contractor, include but are not limited to:
  - (a) work method statements;
  - (b) safe operating procedures;
  - (c) job safety analysis or assessments; and
  - (d) site risk assessments.
- 20.2 Documents must be easy to understand, signed and dated.
- 20.3 The Contractor must also undertake to:
  - (a) ensure all staff are inducted regarding the scope of works, specification, work place health and safety requirements;
  - (b) review and amend their documents if there is any significant change in the activity and ensure that all persons affected by the changes (supervisors/workers etc.) are advised of the amendments and provided with the appropriate level of training and instruction to complete their work in a safe manner. These documents must be reviewed and signed off by the Contractor or their delegated safety representative each year to meet Council's expectations and prevailing regulatory safety obligations; and
  - (c) supply copies of documents upon the request by the Contract Administrator, the Council Representative or Workplace Health and Safety Officer as part of the ongoing review and inspection processes.
- 20.4 When working on a Site, Contractors will be required to maintain all relevant workplace health and safety documents, including work method statements. This shall include, but not limited to:
  - (a) working on or near to roadways;
  - (b) working in or near water or other liquid that involves risk of drowning;
  - (c) working in public spaces;
  - (d) working with dangerous and hazardous substances;
  - (e) working with and around plant;
  - (f) manual handling; and
  - (g) setting out and retrieving signs.

## 21. Safety Improvement Notices (SINS)

- 21.1 The Council Representative will be actively conducting random worksite inspections to gauge a measure of both the quality of workmanship and the safety standards observed with regards to worker operations, machinery maintenance and the prescribed safety documentation required to be held at the location.
- 21.2 The Contractor will receive regular feedback on their performance from the Contract Administrator, while Council's Workplace Safety Advisor and the Council Representative will provide instruction and guidance if they observe any contravention of safety standards at a worksite.
- 21.3 In circumstances where a substantial breach or continual breaches of workplace health and safety practices are evident, Council's Workplace Safety Advisor shall issue a Safety Improvement Notice (SIN) to the Contractor.
- 21.4 This notice will be placed on the Safety Improvement Notice register as a record of the Contractor's safety performance and taken into account when Contracts are reviewed or future Contracts are called.

## 22. Workplace Incidents

- 22.1 The Work Health and Safety Act and Regulation 2011 set out what sort of incidents are notifiable to WHSQ.
- 22.2 The Contractor is required to notify WHSQ if an incident arises out of the conduct of a business or undertaking and results in the death, serious injury or serious illness of a person or involves a dangerous incident.
- 22.3 The Contractor is required to advise Council's Contract Administrator or Council Representative of any "notifiable" workplace incidents that occur while working on behalf of Council. Verbal and/or telephone advice is required by close of business on the day of the occurrence. Council will require the Contractor to provide a copy of their completed incident report form in this instance.
- 22.4 In addition to advising Council of "notifiable" workplace incidents, the Contractor is required to advise Council's Contract Administrator or Council Representative of any "significant" workplace incidents that occur while working on behalf of Council, involving plant, pedestrian and vehicle traffic and damage to public utilities e.g. power, telephone, coax cable etc. Council will require the Contractor to provide a copy of their completed incident report form in this instance.

## 23. Safety Data Sheets (SDS)

- 23.1 Council requires that a current material safety data sheet be readily available in paper form for all substances that may be transported on a work vehicle and at Sites where work is to be undertaken by a worker.

## 24. Personal Protective Equipment And Sun Smart Clothing

Council has taken a proactive approach to protecting our workers from the risks of sun related health risks by mandating a range of sun smart clothing options in high visibility colours. Therefore, it is a requirement that Contractors provide the same level of precautions to protect staff when working on a Council worksite.

- 24.1 The following is the minimum Personal Protective Equipment (PPE) accepted on all Council Sites:
  - (a) Safety footwear;
  - (b) long sleeved shirt in high visibility colours;
  - (c) trousers;
  - (d) broad brimmed sun hat at all times;
  - (e) tinted safety eyewear; and
  - (f) sunscreen SP 30 +.
- 24.2 Personal hearing protectors, such as ear-muffs or ear-plugs, must be used when working in close proximity to plant and machinery that produces excessive noise capable of causing hearing damage as outlined by – Managing Noise and Preventing Hearing Loss at Work – Code of Practice 2011.
- 24.3 Wearing of ear phones and listening to music while operating machinery is unacceptable at any time and may result in a SIN being issued to the Contractor.
- 24.4 Contactors engaged in turf spraying activities or applying hazardous chemicals must wear appropriate PPE in accordance with product SDS.

## 25. Traffic Management

The purpose of traffic management is to assist Contractors and their personnel to protect against the health and safety risks caused by traffic when workers complete activities in close proximity to roadways. Maintenance undertaken in this specification, includes activities such as hedging, pruning, rubbish removal, weed control, tree planting, trimming and mowing on median strips, road verges and on footpaths, which present risk such as severe injury or death as a consequence of coming into contact with a motor vehicle or moving plant.

- 25.1 Road Signage Principles:
- (a) they shall be used in a standard way and appropriate for the conditions of the worksite;
  - (b) they shall be erected and displayed before work commences at a worksite;
  - (c) they shall be regularly checked and maintained in a satisfactory condition;
  - (d) they shall be removed from a worksite as soon as practicable; and
  - (e) records shall be kept of all signing and delineation at a worksite.
- 25.2 The Contractor shall have included in their tender price all costs associated with the provision, erection, maintenance and replacement of all temporary signs, lights, delineators and other items deemed necessary for traffic control during the maintenance operations.
- 25.3 It is mandatory for Contractors to develop and implement a TGS for all work sites where work activities are conducted on/or adjacent to a road.
- 25.4 The Contract Administrator and/or the Council Representative reserves the right to consult with the Contractor and to issue instruction to review the Traffic Guidance Scheme (TGS) and implement additional traffic management measures to improve safety at a work Site.
- 25.5 In some instances where the TGS will involve the placement of only non-regulatory/advisory signs (e.g. mowing ahead signs) a generic diagram must be drafted by a qualified person/traffic management organisation and implemented, provided it is compliant with the relevant clauses and treatments outlined in the MUTCD – Part 3.
- 25.6 In all other instances where the TGS involves the placement of regulatory signs (e.g. impacting the traffic flow, speed reductions, static work site) the diagram is to be Site specific and drafted by a qualified person/traffic management organisation and implemented, provided it is compliant with the relevant clauses and treatments outlined in the MUTCD – Part 3.
- 25.7 It is anticipated that majority of works completed under this Contract will predominately comprise “short term and frequently changing work areas” and the Contractor should be guided by the relevant clauses outlined in the MUTCD – Part 3 sections relating to “Short Term Low Impact Works”.
- 25.8 The Contractor must complete and document a risk assessment for each Site that identifies all of the hazards likely to arise, evaluating them in terms of likelihood of occurrence and potential consequences. A copy of both TGS and the risk assessment must be available onsite upon request.
- 25.9 The Contractor shall comply with all road traffic regulations and work procedures must conform to industry best practice.
- 25.10 In locations where maintenance operations are on/or adjacent to roads, car parks and pedestrian ways, the Contractor is required to erect temporary signage to advise pedestrians, bicycles and vehicle traffic of a delineated safe path around or through the worksite.
- 25.11 The Contractor shall ensure that all staff are trained to a minimum of a Traffic Management Implementation (previously known as Level 2) as outlined in the Department of Main Roads document “Manual for Uniform Traffic Design – Part 3”.
- 25.12 A ‘competent person’ is defined as a person who has, through a combination of training, qualification and experience, acquired knowledge and skills enabling that person to correctly perform a specified task, and is appropriately authorised to perform that role.  
A person is only authorised to perform the role in Queensland if they hold an authority that is applicable to that role. Training competencies are:

- Working in proximity to traffic;
  - Traffic Management Implementation for persons required to implement Traffic Management Plans and Traffic Guidance Schemes; and
  - Traffic Controller.
- 25.13 When the Contractor cannot carry out maintenance operations safely without the use of traffic controllers, the Council Representative shall be contacted immediately.
- 25.14 Only a person who holds an appointment as an accredited person under section 21 of the Transportation Operations (Road Use Management) Act may perform the function of a Traffic Controller.

## **26. Staff And Vehicle Identification**

- 26.1 All staff, plant and resources engaged under this Contract shall be easily identifiable with clear company logos and company names displayed at all times.

## **27. Keys Supplied To Contractor**

- 27.1 Where keys are supplied to the Contractor by Council for the purpose of gaining entry to any place to enable the Contractor to perform his duties, the Contractor shall take all necessary precautions to secure those keys and shall not have any further keys cut without the prior written permission of the Council.
- 27.2 All keys shall be returned upon completion of the Contract, or as advised by the Council Representative.
- 27.3 Where the Contractor loses a set of keys to Council's premises, the Contractor will be required to meet the cost of the replacement of the lock or locks, including, where relevant, master keying, and the cost of replacing all keys held by Council and its employees.
- 27.4 When leaving premises, the Contractor is to ensure all gates, doors and the like are secured unless specified by the Contract Administrator or the Council Representative.

## **28. Rectification Of Damage**

- 28.1 The Contractor shall notify the Council Representative immediately of any damage caused to Council property or private property.
- 28.2 The Contractor must provide business cards and a standard generic letter which must be provided to customers in the event that an incident occurs and private property is damaged, this is a measurable KPI and performance under this clause will be monitored.
- 28.3 The Contractor is to rectify at their expense any damage to turf, shrubs, trees, footpath, median, kerb and channel or any other Council property or private property caused by maintenance operations.
- 28.4 Should the Contractor fail to rectify such damage to property after being requested to do so by the Contract Administrator within four (4) days from written notification, a Council Officer will arrange to have the damage rectified at the Contractor's expense and such costs may be deducted from payment due.
- 28.5 The Contractor shall bear the costs of reinstating any service damaged during the course of performing the duties as stipulated in the specifications contained in this document and shall assume liability for and indemnify the Council against any claim, action or proceedings by the public utility authority concerned to recover consequential damages.