

# bush regeneration

A Practical  
Guide to  
Contract  
Management



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# Preface

This document and model contract was developed in partnership with the Australian Association of Bush Regenerators (AABR), state and local government, contractors and contract administrators. It draws on the experience of purchasers, providers and beneficiaries of bush regeneration services.

Bush regeneration is a relatively new industry. Contract management of bush regeneration projects is therefore an emerging skill. Contracts governing bush regeneration have tended to follow an engineering model measuring outcomes against standards and specifications designed for man-made materials rather than natural environments.

This guide offers a flexible, 'adaptive management' model based on ongoing communication and negotiation between the contractor and the contract administrator. This approach requires both the contract administrator and the contractor to have a thorough understanding of the aims of the project and the strategies adopted to achieve them.

## *This guide aims to:*

1. Provide a basic guide to tendering and contract administration tailored to the bush regeneration industry
2. Offer a model contract for use as is or as a basis for drafting
3. Provide guidelines and suggestions for successful management of bush regeneration projects.

The guide is structured to allow users to either 'dip in', referring to specific sections as required, or to read sequentially. The structure is as follows:

*Background to bush regeneration* – provides a basic description of bush regeneration activities, its aims and strategies, and the skills of the industry.

*Legal and regulatory issues* – describes in basic terms the legal framework within which bush regeneration activities occur. It provides an awareness of the many laws, regulations and policies that may affect contractors in the industry and the organisations with responsibility for managing lands upon which bush regeneration may be carried out.

*Considerations before contracting* – covers a number of practical and strategic issues the land manager needs to consider before embarking upon the course of calling for tenders and entering into a contract for bush regeneration services, including the various strategies that can be utilised.

*Principles of contracting* – describes the nature of a contract in simple terms, looks at the reasons an organisation may want to engage a contractor, and describes the two types of contract most commonly used before explaining in detail the meaning of terms and provisions in the model contract provided.

*Tendering* – describes the various methods of tendering commonly used for bush regeneration contracts and the guidelines for tendering by public authorities before explaining the tendering procedure, detailing each step of the process, including the criteria for selection.

*Managing the contract* – provides guidelines and hints for successful management of bush regeneration contracts with an emphasis on good communication.

*Appendices* – a number of useful documents are provided as appendices including the model contract and tender documents, and performance inspection and reporting forms.

This guide is an essential reference tool for a range of individuals and organisations including government departments, local councils, non-government organisations, the corporate sector, community groups and the bush regeneration industry itself.



# Background to bush regeneration

Bush regeneration is defined by the Australian Association of Bush Regenerators as 'The practice of restoring bushland by focussing on reinstating and reinforcing the system's ongoing natural regeneration processes'.<sup>1</sup> In practice, bush regeneration involves carrying out works (such as weed removal, stormwater management, fire management, feral animal control, revegetation, nutrient management, track management) in degraded areas of bushland to reverse or minimise degrading impacts and allow natural regeneration and on-site perpetuation of local species to occur. Bush regeneration is typically associated with urban and urban fringe bushland, small-scale rural projects, mine rehabilitation or the maintenance of public reserves, transport corridors and walking tracks.

## Causes of degradation

There are many reasons why native bushland becomes degraded. Some of these include:

- clearing for urban development, service corridors, expansion of agricultural areas
- runoff from stormwater and agriculture carrying nutrients and other contaminants
- concentrated stormwater discharge from pipes and roads which scours drainage lines
- disturbances (including changes to soil, water, light, fire regimes) to ecosystems which allow non-native species to successfully invade.

## Aims of regeneration

The aims of bush regeneration projects vary depending on the site and objectives of the landowner and/or users. These can include one or more of the following:

- restoring or creating a suitable habitat to either attract or maintain native flora and fauna
- creating food supply or transport corridors for native fauna
- maintaining an ecological community that provides ecological or aesthetic services or enhances historical features
- minimising or preventing soil erosion and stabilising drainage lines
- removing weeds and modifying native plant communities to tolerate changes in soil, water and light levels
- reversing historical anthropogenic damage to ecosystems.

## Strategies

There are many strategies used to successfully regenerate bushland. The first documented method was developed by the Bradley sisters in 1971. They adopted a philosophy of controlled weeding without replanting. This technique has

gradually been modified to include activities other than the removal of weeds such as:

- selecting the type of native plants which will be retained after natural regeneration
- replanting native species lost from the bush or no longer germinating naturally
- planting native species better suited to the particular area
- reversing biophysical factors that result in ecosystem degradation.<sup>2</sup>

The amount of weeding, seed collection, planting and stabilisation will vary depending on the site and objectives. A bush regeneration project can take up to (and sometimes more than) 10 years to complete. In some cases it is better not to start a bush regeneration project unless there is guaranteed funding for at least five years. Short term projects should have a maintenance period of at least two years. Comprehensive site assessment and project planning prior to starting a bush regeneration project is therefore crucial and are fundamental to successful project management.

## Classification of weeds

Weeds can be classified into three distinct classes based on the level of threat they pose to an ecosystem.

1. Ecosystem transformers that can dominate and destroy native vegetation communities within 10 years
2. Invasive weeds that are highly mobile within a native vegetation community but do not have the immediate potential to alter it in the short to medium term
3. Naturalisers that reside mainly on the edge of the native vegetation communities and have little potential to be either ecosystem transformers or highly invasive.

The class, density and distribution of weeds will determine the effect on the environment. This may include:

- competing with the local native plants for space, sunlight, moisture and nutrients
- inhibiting the germination of native plants
- altering the habitat of local terrestrial and aquatic flora and fauna
- changing the fire regime
- modifying the soil characteristics
- favouring the establishment of other weed species.

## Bush regenerators – skills and experience

The success of all regeneration programs will depend on how the various categories and species of environmental weeds are treated. Any rehabilitation strategy must address the questions of why, when and how to weed.

These questions can best be answered by people trained in plant identification and weed removal. Bush regenerators also require the skills to develop strategies that consider the short, medium and long-term objectives of a site. These skills can be learnt through experience and also through various TAFE and universities courses.

The Australian Association of Bush Regenerators (AABR) is an organisation that provides support and services to the bush regeneration industry and to bush regeneration volunteers. The Association provides advice to those wanting to undertake bush regeneration projects.

There are many bush regeneration contractors and consultants who can assist in the development of specific and broader bush regeneration and bushland strategies. Community based bushcare groups are also a significant resource for bush regeneration activities. Members are typically local residents who have a passion for and interest in the protection of their neighbourhood, park or reserve. Depending on their level of skill and the support of the landholder, such as a council, they may be assisted by professional regenerators to maximise the benefits to the site. The NSW Department of Land and Water Conservation and the National Trust (NSW) have developed a Bushcare Training

Course that can be freely used by training providers to train volunteer bush regenerators. It can be obtained from Landcare and Bushcare Coordinators, the National Trust (NSW) or through AABR.



## Legal and regulatory issues

### Legal background to land management

**'Land in Australia is... either in the possession of private landowners or tenants, or managed by the State Government on behalf of the Crown (Crown land) for the benefit of the public'.<sup>3</sup>**

The legal ownership and use of land are fundamental legal aspects underpinning environmental law affecting both public and private land. In Australia land can be categorised as:

- freehold (held by private landowners, whether they are individuals or corporations)
- leasehold (tenanted by public and private land owners or corporations and government authorities)
- lands managed by government authorities which are not held in freehold or leasehold ownership. For example Crown land managed by the Department of Land and Water Conservation, national parks and nature reserves managed by the National Parks and Wildlife Service, state forests managed by State Forests NSW. Native title potentially exists over all of these lands unless extinguishment of native title has been proven. In some

instance these lands are managed on behalf of government by community or corporate groups eg Crown Reserve Trusts. Government authorities or trusts can grant leases or licences over their land.

The rights of a person to use this or her land can be limited or curtailed by various statutory rights and privileges, lease conditions, covenants, restrictions on title or other agreements. There is a presumption in law that legislation does not bind the Crown unless there is a clear statement or necessary implication to the contrary. However, most environmental laws generally contain a 'catch all' provision requiring public authorities to consider environmental factors in relation to most activities. Owners of private land can be subject to legal notices, directions and development consents, as well as plans of management, in relation to their land.

Managers of public land are generally under a statutory requirement to prepare a plan of management for that land. The enthusiasm, resources and legal requirements of the landholder or manager will determine the degree and extent that the plan will be implemented. The NSW *Local Government Act 1993* requires councils to prepare a plan of management for lands classified as community land.

Community pressure to improve the recreational, conservation or aesthetics of public land can also be a significant driver.

Government policy and strategies are also an effective means of influencing land management. In relation to bushland the NSW Biodiversity Strategy, Green Web and voluntary conservation agreements play a valuable role in protecting and enhancing our natural assets.

## State legislation and planning policies

It is crucial that bush regenerators check with the relevant local, State or other responsible authority or landholder prior to commencing any works. There is a large number of State Acts, regulations, planning instruments and other government policies and guidelines that can affect the land and any activities on it. Some examples are given here but are by no means intended to be an exhaustive list.

Planning officers and project and contract managers dealing with bush regeneration projects must also be aware of the governing planning legislation and policies. Planning for regeneration of bushland areas should consider all applicable Acts, regulations, policies and guidelines.

### *Environmental Planning and Assessment Act 1979*

The NSW *Environmental Planning and Assessment Act 1979* (EPAA) provides the framework for land use planning via environmental planning instruments. Where development consent is required for a particular activity, section 79C specifies a number of matters for consideration that must be taken into account. Where development consent is not required, determining authorities must consider the environmental impact of the activity under Part 5 of the Act (ss 76, 111).

Bush regeneration activities may require development consent. Even if they don't the determining authority may need to consider the environmental impact of the activity before it goes ahead.



### *State Environmental Planning Policies*

State Environmental Planning Policies (SEPPs) may also affect the types of activities undertaken on public land. These policies are made under the provisions of the EPAA. There are a number of SEPPs directly relevant to bushland:

**SEPP No 14 Coastal Wetlands** protects specific coastal wetlands identified in the SEPP outside the Sydney metropolitan area. Development consent, including the preparation of an environmental impact statement (EIS) and concurrence by the Director General of Planning NSW, is required for activities such as land clearing, draining or filling and construction of levees. In some circumstances consent may be required for bush regeneration activities.

**SEPP No 19 Bushland in Urban Areas** provides protection for bushland zoned or reserved as public open space in the Sydney metropolitan area. Development consent is required before bushland can be disturbed in any way. *This includes bush regeneration activities.* The SEPP also requires councils to give priority to the retention of bushland in the development of an LEP (Local Environment Plan) unless its value is outweighed by other significant environmental, economic or social benefits. Public authorities are exempt from this SEPP in that they do not require council approval; however they must have regard to its aims before disturbing bushland.

**SEPP No 26 Littoral Rainforests** aims to give protection to littoral rainforests in 18 coastal local government areas.

**SEPP No 44 Koala Habitat Protection** states that councils cannot approve development in an area affected by the policy without an investigation of the ecological value of the koala habitat. Where a core habitat exists, any consent must be in accordance with an adopted plan of management.

### *Native Vegetation Conservation Act 1997*

The NVCA governs the management of vegetation, the preparation of vegetation management plans and the development of a code of practice in the management of vegetation in association with a management plan. The Department of Land and Water Conservation is responsible for the management and administration of the Act.

Note that the NVCA does not apply to the following Local Government Areas:

Ashfield, Auburn, Bankstown, Baulkham Hills, Blacktown, Botany Bay, Burwood, Camden, Campbelltown, Canterbury, Concord, Drummoyne, Fairfield, Hawkesbury, Holroyd, Hornsby, Hunters Hill, Hurstville, Kogarah, Ku-ring-gai, Lane Cove, Leichhardt, Liverpool, Manly, Marrickville, Mosman, Newcastle, North Sydney, Parramatta, Penrith, Pittwater, Randwick, Ryde, South Sydney, Strathfield, Sutherland,



Sydney City, Warringah, Waverly, Willoughby, Wollongong and Woollahra. Sections 9 and 12 of the Act exclude a number of activities and land types from the operation of the Act.

For areas and activities to which the Act applies, clearing must have development approval under s 15. Clearing in accordance with a regional vegetation plan may occur according to the plan under s 18.

### Regional Vegetation Management Plans

Under the *MVCA* the Minister for Land and Water Conservation can make a regional vegetation management plan to conserve and manage native vegetation that is a matter of significance to a region. Such plans are deemed to be environmental planning instruments so must be taken into account as part of planning and development pursuant to the *EPAA*. Once a Regional Vegetation Management Plan is in place it overrides any regulatory provision of an LEP (ss 20(1)), 36(3)), although it must not offer less protection than the LEP (s 27(3)).

### Rivers and Foreshores Improvement Act 1948

The Rivers and Foreshores Improvement Act 1948 makes it an offence to excavate or remove material from any 'protected lands' (s 22B), defined as (s 22A):

- (a) land that is the bank, shore or bed of protected waters, or
- (b) land that is not more than 40 metres from the top of the bank or shore of protected waters (measured horizontally from the top of the bank or shore), or
- (c) material at any time deposited, naturally or otherwise and whether or not in layers, on or under land referred to in paragraph (a) or (b).

'Protected waters' is defined as a river, lake into or from which a river flows, coastal lake or lagoon (including any permanent or temporary channel between a coastal lake or lagoon and the sea).

### National Parks and Wildlife Act 1974

The *NPWA* is the principal legislation dealing with the management of Aboriginal heritage, administered by the NSW National Parks and Wildlife Service (NPWS).

This Act provides for the protection, preservation and management of all Aboriginal relics throughout New South Wales, irrespective of land tenure. It is important that those carrying on bush regeneration activities are aware of the following provisions in relation to Aboriginal relics:

1. Anyone who discovers a relic must report that discovery to the NPWS within a reasonable time unless that person has reason to believe that the NPWS already knows of its existence (s 91).

2. It is an offence to knowingly disturb, damage, deface or destroy an Aboriginal relic without the prior written consent of the Director-General of the NPWS (s 90).
3. It is an offence to collect or disturb relics or excavate or in any way disturb land for the purpose of discovering relics without a permit authorised by the Director-General of the NPWS (ss 86 and 87).

### Threatened Species Conservation Act 1995

The *TSCA* aims to conserve threatened species, populations and ecological communities of animals and plants via the *EPAA* and the *NPWA*.

Under the *TSCA* it is an offence to harm or pick or damage the habitat of threatened species, populations or ecological communities. The Act also requires the preparation of recovery plans to promote the recovery of an endangered species, population or ecological community and prepare threat abatement plans to manage key threatening processes so as to abate, ameliorate or eliminate adverse affects.

Works including bush regeneration that are subject to the *TSCA* may require approval from the NPWS prior to commencement. For example, the proposed weeding or other works may reduce the habitat, food or shelter for particular species or the works may have the potential to harm a threatened species or endangered ecological community.

### Noxious Weeds Act 1993

The objectives of the *Noxious Weeds Act 1993* are to (s 3):

- identify noxious weed in respect of which particular control measures are to be taken
- specify those controls
- specify the duties of public and private landholders as to the control of those noxious weeds
- provide a framework for the State-wide control of those noxious weeds by the Minister and local control authorities.

Councils have specific responsibilities under the Act (s 36). Some of these include:

- controlling noxious weeds on land occupied by council on most roads in their local area
- ensuring (through the issuing of notices) that private landholders control noxious weeds
- developing, implementing, coordinating and reviewing noxious weed control policies and noxious weed control programs.

Local councils can obtain funding from NSW Agriculture to control noxious weeds. Weeds can only be classified as noxious weeds once a declaration is made by NSW Agriculture via the Noxious Weeds Advisory Committee.

The Act specifies a range of noxious weeds categorised according to their actual or potential environmental and social impacts, as summarised in Table 1.

**Table 1. Noxious Weeds Act 1993 control categories**

Category	Action to be taken
W1	The presence of the weed on land must be notified to the local control authority and the weed must be fully and continuously suppressed and destroyed.
W2	The weed must be fully and continuously suppressed and destroyed.
W3	The weed must be prevented from spreading and its numbers and distribution reduced.
W4	In accordance with ss 8(3) and 9 of the Act, the action as specified below must be taken in respect of the weed.
W4a	The weed must not be sold, propagated or knowingly distributed and any part of the plant must be prevented from growing within three (3) metres of a boundary.
W4b	The weed must not be sold, propagated or knowingly distributed and any existing weed must be prevented from flowering and fruiting.
W4c	The weed must not be sold, propagated or knowingly distributed and the weed must be prevented from spreading to adjoining properties.
W4d	The weed must not be sold, propagated or knowingly distributed and the weed must be removed if it is: Three (3) metres in height or less, or Within half a kilometre of remnant urban bushland as defined by SEPP 19 and not deemed by Council as having historical or heritage significance, or Is over three (3) metres in height and not included in a management plan approved by council.
W4f	The weed must not be sold, propagated or knowingly distributed. Any biological control or other control program directed by the local control authority must be implemented.
W4g	The weed must not be sold, propagated or knowingly distributed.

#### National weeds strategy

The Commonwealth Government has prepared a national weed strategy to foster state-based cooperation and coordination of weed control. The strategy contains a list of 'weeds of national significance'.<sup>4</sup>

#### Rural Fires Act 1997

##### Hazard reduction

Bushfire hazard reduction work is defined in the NSW *Rural Fires Act 1997* Dictionary (RFA) as the:

- (a) establishment or maintenance of fire breaks on land, and
- (b) controlled application of appropriate fire regimes or other means for the reduction or modification of available fuels within a predetermined area to mitigate against the spread of a bush fire but does not include construction of a track, trail or road.

Section 63 of the RFA places a responsibility upon landholders and occupiers (including public authorities) to prevent bush fires. Section 66 allows local councils to serve notice upon private landholders requiring bushfire hazard reduction works to be carried out. The local council must serve a s 66 notice if it is required to do so by a Bushfire Risk Management Plan. The notice may specify the type of work to be carried out. A notice requiring the establishment of a fire break cannot require an occupier or owner to kill or remove any trees that are reasonably necessary for shade, shelter, windbreak or fodder purposes, or for the protection of threatened species, populations, communities or critical habitats within the meaning of the *Threatened Species Conservation Act 1995*.

The Commissioner of the NSW Rural Fire Service has similar responsibilities in relation to public lands. Section 73 of the RFA allows the Commissioner of the NSW Rural Fire Service to carry out hazard reduction works on public lands if works required by a Bush Fire Risk Management Plan have not been carried out by the land manager or if, in the Commissioner's opinion, the land manager has not taken action to fulfil its responsibilities under s 63 of the RFA.

Bush regenerators planning weed removal activities must be aware that the use of fire for bush fire hazard reduction or land clearing is controlled during the 'bush fire danger period'. This period is between 1 October and 31 March each year, however it may be extended depending upon conditions. During a bush fire danger period, a permit is required prior to commencing any open burning. Officers of a public authority and local councils acting in the course of their duty do not require a permit. It is important to note that a permit issued under the RFA is not an approval under Part 5 of the *Environmental Planning and Assessment Act 1979* or any other legislation and that other approvals (such as a certificate) may be required.

In August 2002 amendments to the RFA introduced a streamlined environmental approval process for bush fire hazard reduction works. This followed widespread confusion regarding the need for particular approvals. The amendments provide that local councils and some land management agencies may issue a certificate permitting hazard reduction that is performed in accordance with the local Bush Fire Risk

Management Plan and a Bush Fire Environment Code. Where the proposed hazard reduction activity does not fulfil the requirements of the Bush Fire Risk Management Plan or the Code, or where council refuses to issue a certificate, the applicant may use the pre-existing approval mechanisms (usually Part 5 of the *Environmental Planning and Assessment Act 1979*).

In the event of a bush fire, firefighting authorities have extensive powers to carry out works to protect life, property and the environment. This includes backburning, cutting down trees, clearing vegetation and constructing fire breaks.

### Hazard reduction

Bush fire management should be considered as part of the management of a bushland area and any regeneration works carried out. Bush Fire Risk Management Plans provide details on the provision of asset protection or strategic fire advantage zones that may impact upon planned regeneration works. These plans can be viewed at council offices and local fire control centres. Contact with local fire authorities and the bush fire management committee can also provide an awareness of projects that are being carried out in bushland.

In many instances it may be possible to combine hazard reduction activities with bush regeneration such as ecological burns or removal of weeds.

## Local government plans of management

In NSW the *Local Government Act 1993 (LGA)* requires councils to prepare and manage community land in accordance with the plan of management applying to the land and any law permitting the use of the land for a specified purpose or otherwise regulating the use of the land. Land categorised as a natural area must be further categorised into one or more of the following: bushland, wetland, escarpment, watercourse or foreshore (s 36). The other categories of natural areas include park, sportsground and general community use.

### Natural areas

The core objectives for the management of community land categorised as a natural area are to (s 36E):

- conserve biodiversity and maintain ecosystem function in respect of the land, or the feature or habitat in respect of which the land is categorised as a natural area
- maintain the land, or that feature of habitat, in its natural state and setting
- provide for the restoration and regeneration of the land
- provide for community use of and access to the land in such a manner as will minimise and mitigate any disturbance caused by human intrusion

- assist in and facilitate the implementation of any provisions restricting the use and management of the land that are set out in a recovery plan or threat abatement plan prepared under the *TSCA* or the *Fisheries Management Act 1994*.

Core objectives for the other categories of natural areas are stated in cl 36J, 36K, 36L, 36M and 36N of the *Local Government (General) Regulations*.

### Bushland

Bushland is defined as 'land on which there is vegetation which is either a remainder of the natural vegetation of the land or, if altered, is still representative of the structure and floristic of the natural vegetation'.

Guidelines for the categorisation of natural area as bushland under s 36(5) of the *LGA* requires the land to contain primarily native vegetation that:

- is the natural vegetation or a remainder of the natural vegetation of the land, or
- although not the natural vegetation of the land, is still representative of the structure or floristics, or structure and floristics, of the natural vegetation in the locality.

Such land includes:

- bushland that is mostly undisturbed with a good mix of tree ages, with natural regeneration occurring on site, where the understorey is comprised of native grasses and herbs or native shrubs, and which contains a range of habitats for native fauna (such as logs, shrubs, tree hollows and leaf litter), or
- moderately disturbed bushland with some regeneration of trees and shrubs, where there may be a regrowth area with trees of even age, where native shrubs and grasses are present in the understorey even though there may be some weed invasion, or
- highly disturbed bushland where the native understorey has been removed, where there may be significant weed invasion and where dead and dying trees are present, where there is no natural regeneration of trees or shrubs, but where the land is still capable of being rehabilitated.

In addition to defining the category of the land the plan of management must also identify the (ss 35-47) the:

- objectives and performance targets of the plan with respect to the land
- means by which the council proposes to achieve the plan's objectives and performance targets
- manner in which the council proposes to assess its performance with respect to the plan's objectives and performance targets.

The plan of management may also require the prior approval of council to the carrying out of any specified activity on the land (s 36(3)).

# Considerations before contracting

Once an organisation has decided it requires a contractor to perform bush regeneration works, the following checklist is an essential reference. If the contract goes to tender, all items will apply. If the works are procured by other means, the section on tendering below will be useful. The structure of this guide roughly follows the checklist.

1. Provide for funding in the organisation's forward budget and management plan.
2. Prepare a project brief (this will form the basis for the project plan and, later, the specifications of scope of works).
3. Determine which procurement strategy to utilise. This will need to be determined according to the tender thresholds mandated by legislation or other policies within the organisation.
4. Prepare project plan/specifications – this may be undertaken in-house or by consultants via a separate contract.
5. Seek approval to call for quotes or tender.
6. Draft the contract.
7. Determine criteria for assessment of quotes or tender.
8. Call for quotes or tenders.
9. Review quotes or tenders according to the predetermined criteria and prepare report and recommendations.
10. Seek approval of the recommendation (this will depend on the value of the work and the delegated authorities).
11. Commission contractor including signing and execution of contract.
12. Contractor carries out work.
13. Value work and make payments.
14. Assess and report on contractor's performance.
15. Work reaches practicable completion.
16. Finalise contract including consideration of any defects liability period.
17. Report on contractor's overall performance and contract objectives.

## Funding

### Sources

Funding for bush regeneration projects can be obtained from a range of sources including the internal capital or maintenance budgets of an organisation, funding via local, State or Federal Government grants and programs, and sometimes through corporate trusts, foundations and private bequests.

### Capital v recurrent funding

Allocating resources to regeneration of natural areas should be approached in the same way as other open space

management programs. Ongoing maintenance of assets such as parks and roads generally falls within recurring maintenance budgets. By extension the maintenance of bush regeneration areas should also fall within the maintenance budget. Where substantial works are involved, such as primary weeding, constructing interpretive signage or track building, these activities could be classified as a capital work and funded from this portion of the budget. Be aware, however, that if a regeneration project is classified as a capital project ongoing resources need to be allocated in future years out of the recurring budget.

### Sustainable management

When regeneration is funded by external grants, the organisation with ongoing responsibility for the management of the site will need to determine how the program of works will be sustained beyond the specific program. This should form a key part of a grant proposal to demonstrate sustainability. Sustainability must also be considered when establishing and resourcing community based bushcare groups. Bushcare groups need ongoing resourcing and support to secure enthusiasm and longevity. Without support, successful regeneration is difficult. The organisation's officer responsible should ascertain which tasks the members of a bushcare group prefer. Additional resources can then be secured to achieve the other elements of the program to ensure an integrated and successful outcome.

## Strategy

There are many approaches to managing natural areas. Whatever the approach, a good understanding of the area to be managed is essential. This will determine what type of program should be implemented and how it will be assessed. Site knowledge is critical when contracting. The aims and objectives of the project are totally dependent on this knowledge. Potential contractors will then be equipped to scope their proposal to meet the needs of the site – and the organisation managing it.

Before going to tender, and as part of the project planning process, it is important to decide what approach will be used for the site. Three approaches are common in bush regeneration contracts: area based; vegetation type; and species specific. The approach taken will determine the type of contract.

### Area based

Area based contracts specify the region of land to be worked such as a park, reserve or distance from a fixed boundary such as a property line, road or waterway. The managing organisation and contractors must ensure the area is properly mapped and described to minimise ambiguity. Within the

area the contractor may be expected to achieve certain outcomes such as the removal of all weeds as part of a primary and secondary treatment.

When adopting an area based management approach, external factors that impact on the site need to be considered. These may include weed infested private property, stormwater drains, fire and regular illegal dumping. These factors are likely to affect the short to long term outcomes of the site and should be addressed by the land manager as part of an holistic management approach for the site.

### *Vegetation type*

The outcome of a regeneration contract may be to improve the condition and state of a certain vegetation community. This may require the removal of weeds and treatment of other factors that threaten a specific vegetation community.

Where the aim of the contract is to improve and sustain a vegetation community, the constituents of the community must be defined. This depends on factors such as the presence of particular species, topography, soil type and aspect.

The transition zone between vegetation communities can sometimes result in a point of contention between the contractor and agency. Where this is likely, mapping the community prior to awarding a contract is one mechanism which may avoid confusion.

### *Species based*

Species based contracts can be used to control specific, environmental, invasive or ecosystem transforming weeds. The contract may be based on area, season or hourly rate basis or, if the location and number of weeds is known, their individual treatment.

For particular species the contract may specify the treatment techniques to ensure maximum efficiency. Where the contractor has particular experience, they may wish to nominate or trial a range of treatments as part of the project to maximise long term efficiency and effectiveness.



## Project plan, specifications or 'scope of works'

The project plan provides a detailed description of what is required for the site in much the same way as a detailed design for a construction project. A project plan may:

- define the area of the site
- describe the topography and land use within and adjacent to the site
- detail and locate key areas of stress such as stormwater pipes and property boundaries
- describe the flora and fauna, particularly if there are any rare and endangered species or vegetation communities, and how they should be managed
- reflect any existing plans of management or other reports affecting the site
- detail what weeds are present, where and in what density
- describe what activities or works are required
- detail techniques to treat certain weeds
- detail skills and experience required for personnel who will carry out the works
- detail how the performance of the project may be judged
- contain a schedule of activities and milestones.

A project plan should be completed prior to tendering for bush regeneration services. This project plan then forms part of the tender documentation. This allows tenderers to accurately describe and quote on the tasks required. A project plan will also allow the contract manager to manage and plan for the expected outcomes of the project.

In some instances it will be appropriate to look to contractors to either prepare or advise on a project plan. If an organisation does not have the skills or resources to prepare the project plan, it can tender for a contractor to prepare it. This project plan can then be used as the basis for a tender for works required by the project plan. Where this occurs, the project plan may then be referred to as the specifications or 'scope of works' (the term used in the model contract presented in this guide).

A tendering process that requires tenderers to both prepare a project plan and implement it should be approached in the same way as a 'design and construct' tender. That is, the design of works is part of the tender and what the organisation calling for tenders will pay for is the plan and its implementation after awarding the tender.

It is not good practice to ask tenderers to prepare a project plan or detailed work plan as part of the tender process. This approach places an unnecessary burden on all tenderers and is likely to result in a less detailed and comprehensive project plan as tenderers will have to recover their costs for their time in writing the submission. This typically results in fewer hours on ground.

## Communication

If there is one piece of advice this guide can impart, it is that ongoing and clear communication between the parties to a contract is essential. Before embarking on the course of tendering for bush regeneration services, the need for good communication channels should be uppermost in your mind.

The approach taken in this document and the accompanying model contract is based on communication between the contract manager and the contractor. There are many reasons for this. The contract manager must have an awareness and understanding of expected outcomes against the aims and objectives of the project. The contractor should have regular opportunities to convey what has been done, what is planned and to receive feedback and further information from the contract manager.

Clear and open communication allows for an 'adaptive' approach to the project, enabling each party to respond to needs and concerns as they arise. Some examples are changes to the ecosystem (such as fire or flood), discovery of highly invasive weeds not previously identified in the project plan or by either party in the tender process, changes in land use adjacent to a site that may impact on site boundary treatment etc. With an adaptive management approach there is a shared understanding of risks and common aims within the context of the budget that has been agreed.

## Procurement – government requirements

There are numerous laws, regulations, guidelines and policies that describe and direct how government agencies are to procure goods and services.<sup>5</sup> These reflect the need to achieve value for money, to establish frameworks for ensuring probity and accountability in decision-making and administration, and to provide fairness to suppliers.

When considering engaging a contractor to undertake bush regeneration work, bear in mind that this constitutes procurement. The following criteria and principles should be borne in mind throughout the procurement and tender process.

Within the general legislative and policy framework adopted by the NSW Government three aspects have been identified as key criteria to direct procurement.<sup>6</sup> These apply to both government agencies and service providers.

1. Commitment to best practice and demonstrated achievement.
2. Commitment to ecologically sustainable development and continuous improvement in environmental management.
3. Tendering and contract management practices that provide scope for innovation and value adding and emphasise and recognise performance and effective communication.

## Key principles of contracting

The NSW State Contracts Control Board has developed a set of key principles that should be the foundations for successful contracting.<sup>7</sup> These include:

- Achievement of optimum value for money.<sup>8</sup> This requires a balance of risks, quality and benefits and should consider economic, social and environmental aspects. Lowest price may not necessarily be the best value for money. In the context of bush regeneration this would require an evaluation of sustainability of the proposed work including, but not limited to, long term management and liability passed to the principal or landholder at the conclusion of the tendered works. In this context an understanding of weed species and their effective removal is essential.
- Accountability to the Government and ratepayers in relation to the methods and delivery of the service. This incorporates issues of privacy, transparency, ethics and accountability.
- Probity is an integral part of purchasing any good or service. It underpins recommendations made by the Independent Commission Against Corruption (ICAC) in relation to its review of tendering and purchasing. Adhering to the four key principles of *fairness, equity, value for money* and *best price* will assist in achieving a successful tendering process and a productive relationship with tenderers.<sup>9</sup>
- Fair and ethical behaviour towards industry to develop trust between industry and government agencies. This includes only seeking bids when there is a firm intention to let a contract. Bids should not be used to acquire intellectual property or use industry for unpaid research.
- Ensure open and effective competition to enable all potential providers to have an equal opportunity to bid that will maximise a competitive environment.
- Set clear outcomes and measures. Specifications should be couched in terms of outputs and outcomes focused to encourage contractors to introduce innovations in processes and vary inputs to improve their methods of service delivery. This will enable quantitative assessment against the scope of works enabling both parties to demonstrate outcomes or deliverables.
- Fair and equitable treatment of in-house and external bids. All contractors should be evaluated on equal grounds. This is particularly the case where in-house bids are being compared with external bids as councils shift towards competitive tendering. Where in-house bids are included, confidentiality and access to information (pre- and post-tender) must be equitable to all parties.
- Whole of government impact assessment. Liaison internally and externally should be undertaken prior to contracting to identify possible impacts or benefits for other agencies

or wider government policies that may affect the program. Land use changes, use of service corridors, modifications to drainage systems and other private and public developments are key aspects to be aware of.

### Thresholds

There are a range of methods of engaging a contractor: obtaining verbal or written quotes; seeking open or selected tenders; inviting expressions of interest; or obtaining a schedule of rates (see *Appendix 3*) prior to awarding a contract. The value of the goods or services sought will usually determine the type of purchasing process to be used. Public sector agencies are governed by legislation that prescribes dollar thresholds for various methods (see below). Other organisations will have their own policies.

There are two approaches to contracting that may be validly used as appropriate means of procurement. Note, however, these methods have the potential to be used to circumvent the thresholds for procurement guidelines. In this context care should be taken when using either of these methods. They should not be used if appointing works to the one contractor or where the sum of works to any contractor exceeds an organisation's guidelines.

- **Order splitting.** This is where a project is divided into a number of smaller parts that may lower the financial threshold of the parts. This may then allow an agency to utilise less rigorous procurement processes.
- **Scheduling.** This is where a project is divided into phases to reduce the cost of the various parts. This can be time based (seasonal or annual) or activity based (such as landscaping, spraying and regeneration). Scheduling is generally used where it is logical to divide the work, such as where resources have only been committed for one aspect, or where one part of the project must be completed first before determining the direction and skills required for the next.

Agencies will normally have established formal dispute mechanisms under which contractors and others have a right of appeal. The Independent Commission Against Corruption (ICAC) has prepared guidelines based on experience reviewing difficult and sometimes contentious government purchasing. These guidelines can be either adopted or adapted. Tenderers may also turn to ICAC as a referral body in the event they feel aggrieved by the tender process.

#### NSW public sector

The *(NSW) Public Sector Management (Goods and Services) Regulation 1995* governs the procedures by which public service agencies acquire goods and services and dispose of goods. This Regulation should be read in conjunction with the *Public Sector Management Act 1988* (especially Schedules

1 and 2 which identify the public service as opposed to the public sector) and Administrative Notice 24 Procurement of Goods and Services, 14 August 1991 (general purchasing delegation).

Table 2 provides an overview of purchasing thresholds for the public sector as laid down by the Regulation.

**Table 2. Purchasing thresholds for public sector agencies**

Amount (\$)	Public Sector Management (Goods and Services) Regulation 1995
<1,000	No competitive quotes required provided the rate being considered is reasonable and consistent with market rates and there is no splitting of purchase [see below]
1,000 – 50,000	3 quotes
>50,000	Refer to NSW Supply for Invitations of Tenders; may require approval of State Contracts Control Board

The NSW Treasury also sets guidelines for the production of annual reports for State Government agencies. In relation to tendering and contracts, every contract over \$100,000 must be listed in the agency's annual report.

#### Local government

For local authorities the *(NSW) Local Government Act 1993* (s 55) and the *Local Government (Tendering) Regulation 1993* sets out the requirements for tendering by local councils.

The Act requires that tendering must be undertaken for the purchase of goods and services greater than or equal to \$100,000 (s 55(3)). Section 377 of the Act specifies that a council cannot delegate a decision to accept a tender. That is, the approval of a tender must rest with the Council and not council staff. This means that a motion to accept a tender must be put to Council and approved. Subsequent tasks such as post-tender negotiations and signing may be delegated by Council or the General Manager.

For contracts over \$100,000, s 428(2)(h) requires councils to report contract amounts, contractors' names and the nature of the goods and services in its annual report.

Thresholds for tendering will vary across councils, the only legal requirement being that tendering must occur for the purchase of goods and services equal to or greater than \$100,000. ICAC has recommended each council define its own procurement policies under the tender threshold and that all such policies should contain internal control measures to ensure probity.<sup>10</sup>

# Principles of contracting

A contract is an agreement for the supply of goods or performance of services. As a basic legal principle there is no requirement that a contract be written down. However, for most business and commercial works, a written contract is used, and all government organisations should have a written contract for any works the subject of a tender. A contract is a legal document which specifies the rights and responsibilities of the principal or client and the contractor. The executed (ie signed by both parties) contract records the basis of the agreement, its terms and conditions, and supersedes all previous understandings, representations and communications between the parties.

In contractual terms, the tender process involves an invitation to a number of potential parties to a contract to submit a bid or 'tender for' the work the principal intends to offer for contract. Tenderers then submit their 'tenders', which are legal 'offers' to the principal to enter into a contract.

A binding contract is only formed once the principal accepts an offer from a tenderer ('awards the tender'). Executing the contract formalises this acceptance.

A bush regeneration contract may involve one or a number of qualified bush regenerators undertaking to regenerate, revegetate, landscape, plant, stabilise, plan or work with the community to achieve the desired outcomes of the landholder or manager (the 'Principal'). The contract may be with the individual/s, a company or another entity.

## Why contract?

An organisation may seek quotations or invite tenders for services for a number of reasons including:

- not having the skills or experience to undertake the work itself
- insufficient resources to meet current demands
- a philosophy of outsourcing its labour or expertise
- benchmarking the efficiency and effectiveness of existing internal or external skills

- providing accountability and transparency in the delivery of services to shareholders or the public.

Bush regeneration activities and works are typically conducted by a contractor. The design and planning of bush regeneration for a site can also be carried out by a contractor/consultant. An organisation may not employ staff with specialist knowledge in this area, or the manager responsible for the natural area concerned may not have time to produce a detailed plan for specific sites. In these circumstances it may be good practice to engage a specialist consultant to prepare a detailed project plan (as discussed above). This project plan can then be used as the basis for a tender for works specified in the plan.

## Types of contract

The two types of contract most frequently used for bush regeneration are lump sum and schedule of rates.

1. **Lump sum contracts.** This is an agreement to provide labour, services and materials for an agreed price. The contract documents will describe the quantity of materials and labour to be used that are likely to be fully defined within the scope of works (see below). An example includes fixed price contracts, including situations where the principal sets the upper limit or the contractor offers a price to complete the work according to the scope of works. Changes or variations are usually limited to amendments instructed by the principal.
2. **Schedule of rates.** This is a form of contract where payment is based on quantities of finished items at an agreed rate per quantity. This can include hourly rates for undertaking certain tasks or unit rates, for example planting or landscaping. The Australian Association of Bush Regenerators (AABR) recommends a schedule of rates for a variety of activities undertaken by regenerators (see *Appendix 3*). These can be used as a guide when determining the value of tasks sought in the project plan.





## Definitions

There are a number of terms that are common to most contracts and have a specific meaning in that context.<sup>11</sup> When drafting or varying a standard or model contract, however, care must be taken to ensure that words or expressions used are applicable and relevant for the contract being written or interpreted. It is always advisable to check with your organisation's legal officer or adviser if any major changes are required.

**Brief** is the document provided by the client describing the functional, operational, qualitative, quantitative and time and cost requirements of the work. The brief is generally provided to tenderers to enable them to prepare their tender (their 'offer' to the Principal to carry out the works). The scope of works is the brief or amended brief document that details the works the subject of the contract.

**Client** is the party receiving the goods or services. Generally, the client is the Principal to the contract.

**Contractor** is the person, corporation or other service provider that contracts to supply or arrange the supply of goods or performance of services.

**Contact documents** specify the details of the agreement. The content will vary depending on the type and extent of the work involved and may include such items as:

- **Contract conditions** – what is required of the Contractor (this is usually contained within the letter of offer to the Contractor)
- **Schedule of rates** – payment and charging arrangements
- **Contractor's information** – such as the Contractor's response to a tender; their qualifications; design specifications; environmental and occupational health and safety and strategy information
- **Principal's documents** – such as project plan, design details, maps and diagrams, approvals
- **Variations** – works over and above the original specifications of the contract agreed to by both parties. This may include a modification to the schedule of rates.

**Direction** includes any agreement, approval, authorisation, certificate, decision, demand, determination, direction, explanation, instruction, notice, notification, order, permission, rejection, request or requirement the client may make, give or issue in accordance with the provisions of the contract.

**Principal** (usually also the client) is the person, organisation or agency that contracts for the supply of goods and services.

**Procurement** is the process involving the acquisition or disposal of goods or services following a decision that the particular good or service is required.

**Principal's representative** is the person or persons specified in the contract or other person appointed by the Principal to manage the project the subject of the contract. The Principal's representative usually has the responsibility for the day to day administration of the project. Can also be known as the Project manager.

**Project plan** See **Scope of works**.

**Purchasing** is the actual buying process. It may involve placing an order orally, in hard copy, electronically or in person. This is known as a 'purchase order'.

**Scope of works** is the document that describes what is to be done on site by the contractors. In essence, it is the document providing the detail of the 'works' referred to in the contract, and therefore specifies the work the Contractor agrees to perform. It typically provides greater detail than the brief and may form the basis of a detailed work plan.

**Tenders** are prices, bids, quotations or proposals lodged in response to an invitation or request.

**Value for money** is determined by considering all factors relevant to a particular purpose. Such factors include: initial cost; life cycle cost; value adding; innovation; meeting specific policy objectives; quality of the expected outcome and skills and experience of the service provider.

## Annotated model contract

The model contract provides a set of standard terms and conditions that establish the legal basis for the contract, and record the roles, responsibilities and expectations of both parties.

The model contract is set out below in tabular form and annotated (the 'rationale') to assist in interpreting and applying the terms. It draws upon a number of generic contracts developed by government departments and local councils but reflects the needs of and situations likely to be encountered in bush regeneration projects.

The model contract provided may not be appropriate for all types of work nor all contractual arrangements. The contract used will depend on a number of factors including the monetary value of the project, its duration and existing arrangements between the contractor and the principal. Regard should be given to your organisation's internal purchasing policies and guidelines. If a number of written quotes are required to undertake the work a contract should be issued. Where the value of the project is lower (ie requires only verbal quotes) then a 'letter of offer' accompanied by the project brief may be sufficient (refer to Thresholds section above).

Term of Contract	Rationale
<p><b>1. Contract</b></p> <p>This Contract is to be read in conjunction with the Scope of Works forming part of the Invitation to Tender [give full title] issued by the Principal (Contract No [insert contract number]) a copy of which is attached and the Tender Submission from the Contractor in reply to the Principal's Invitation to Tender relating to [insert site name/ description].</p>	<p>Sets out the basis for the agreement between the parties and specifies which documents form part of the Contract.</p>
<p><b>2. Definitions</b></p> <p><b>2.1 Completion</b> is defined when the Works are finished, free from omissions and defects, all rectifications and variations are finalised and the site and surroundings are made good.</p>	<p>Sets the parameters for and expectations of completion.</p>
<p><b>2.2 Contract Price</b> is the sum stated in the Tender Documents.</p>	<p>This defines the financial scope of work that the Principal guarantees to pay on satisfactory completion of the contract.</p>
<p><b>2.3 Contractor</b> is the party named in the Contract and includes its successors and permitted assignees.</p>	<p>Names the legal entity with whom the Principal enters the Contract.</p>
<p><b>2.4 Principal</b> is the entity named as such in the Contract. References to the Principal include the Principal's Representative unless otherwise stated.</p>	<p>Specifies the legal entity with whom the Contractor is entering into the agreement.</p>
<p><b>2.5 Principal's Representative</b> is the person/s named in the Contract empowered to make decisions on and related to the Contract.</p>	<p>Person usually employed by the Principal who is the point of contact and is empowered to make decisions regarding the Contract.</p>
<p><b>2.6 Scope of Works</b> is the description of work the subject of the Contract.</p>	<p>Describes what Works the Contractor undertakes to do and how they will be carried out. The Scope of Works forms part of the conditions of the Contract.</p>
<p><b>2.7 Site Address</b> or area is the geographic location and extent of the Works as defined in the Scope of Works.</p>	<p>Defines the scope and area in which the Works will take place. The Site Address may be defined by an area on a map included as an attachment to the Contract.</p>
<p><b>2.8 Site Occupation</b> is the right given to the Contractor by the Principal (or other entity as specified) to occupy the site to carry out the necessary work as agreed. The Contractor's right to the site is limited to such use and control as necessary to complete the Contractor's obligations in accordance with the Contract. Site occupation is not exclusive to the Contractor unless otherwise agreed in writing by the Principal.</p>	<p>This allows the Contractor access to the site for the purpose of carrying out the Works required.</p>
<p><b>2.9 Tender Documents</b> refers to the documents prepared by the Principal for the purpose of this Contract and may include associated documents annexed to this Contract.</p>	<p>Ensures both parties rely on the same documentation.</p>

Term of Contract (Cont'd)	Rationale (Cont'd)
<p><b>2. Definitions</b> (Cont'd)</p> <p><b>2.10 Tender Submission</b> is the document or offer submitted to the Principal by the Contractor in response to the Invitation to Tender.</p>	<p>Describes the particular document that will be referred to in the Contract to remove any doubt. The Tender Submission will include many details essential to the operation of the Contract.</p>
<p><b>2.11 Work Plan</b> is the work plan as submitted as part of the Contractor's Tender Submission.</p>	<p>This is the detailed working document showing how and when the Scope of Works will be carried out.</p>
<p><b>2.12 Works</b> is defined as the activities required to be carried out to meet the Scope of Works and pursuant to the terms of the Contract.</p>	<p>Defines what is required to be undertaken as part of the Contract.</p>
<p><b>3. Roles and Relationships</b></p> <p><b>3.1 Responsibilities</b>  <i>The Contractor must:</i></p> <ul style="list-style-type: none"> <li>a. undertake to carry out the Works according to the aim/s and objectives as specified in the Tender Documents</li> <li>b. undertake all Works as specified in the Scope of Works and must comply with all reasonable directions and requests by the Principal</li> <li>c. perform and observe other obligations required by the contract and as mutually agreed with the Principal.</li> </ul> <p><i>The Principal must:</i></p> <ul style="list-style-type: none"> <li>a. pay the Contractor the contract price for its performance against the standard required</li> <li>b. perform and observe other obligations required by the Contract and as mutually agreed with the Contractor</li> <li>c. give Site Occupation to the Contractor.</li> </ul>	<p>The Principal is accountable for the services it administers and delivers. The Contractor undertakes to deliver the services in accordance with the Tender and the agreed Contract unless any reasonable direction is given or any variations are agreed.</p>
<p><b>3.2 Instructions</b>  The Principal may give reasonable instructions to the Contractor to ensure that the aims and objectives of the Tender Documents are satisfied. The Contractor must comply at its own cost, unless an entitlement to payment is otherwise specified in the Contract.</p>	<p>To ensure that every effort is made by the Contractor to ensure that the aims and objectives of the Contract are satisfied.</p>
<p><b>3.3 Cooperation and authority</b>  Each party must do all it reasonably can to cooperate on all matters relating to the fulfilment of their obligations under the Contract and must at all times ensure that there is a person appointed to act with full authority on all matters relating to the Contract.</p>	<p>In circumstances where work needs to be modified in order to meet the aims and objectives of the Contract (such as reprioritising hours to be worked or techniques for weed control) those making the decision must be empowered to honour the agreed changes.</p>
<p><b>3.4 Meetings</b>  The Contractor and Principal are to hold site meetings every month or as otherwise agreed. These meetings are to discuss the progress against the Contract and provide an opportunity to ensure that the Works are achieving the aims and objectives of the Contract. Any decisions made at the site meeting that change the Scope of Works are to be documented in writing by the Principal and subsequently agreed to by the Contractor in writing prior to commencement of the Works as varied.</p>	<p>Communication between the Contractor and the Principal (or Principal's representative) is critical to the effective functioning of the Contract. Communication must be regular, productive and documented to reduce ambiguity regarding the agreed tasks. The onus is on both parties to inform each other of activities directly and indirectly related to the fulfilment of the Contract.</p>

Term of Contract (Cont'd)	Rationale (Cont'd)
<p><b>3. Roles and Relationships (Cont'd)</b></p> <p><b>3.5 Quality of work</b> The Contractor is to supply materials which are new, free from defects and suitable for the purpose and carry out the Works to a standard that conforms with the Contract, industry guidelines, relevant Australian Standards and all lawful requirements of Commonwealth and State legislation and subordinate regulations, ordinances, by laws, orders and proclamations.</p>	<p>Specifies minimum standards of work that are required and expected from professionals working in the bush regeneration and related industries.</p> <p>Places the onus on both parties to comply with health, safety, environmental, planning and other legislative requirements.</p>
<p><b>3.6 Contractor's Personnel</b></p> <p>a. The Contractor is responsible for the proper conduct of its personnel and its subcontractors.</p> <p>b. All staff used by the Contractor for the contract are to be appropriately qualified and experienced for the purposes of fulfilling the Contract.</p> <p>c. The site supervisor must be as nominated in the Tender Submission and is to be appropriately experienced.</p> <p>d. Trainee staff can only be used with written permission from the Principal's Representative. The proportion of trainees shall not exceed the ratio of supervisors:qualified regenerators:trainees of 1:5:2.</p>	<p>To ensure that work undertaken is performed by suitably qualified and experienced staff and where appropriate to provide an opportunity to skill trainees. This is to protect the professionalism of the industry and its standards.</p>
<p><b>3.7 Subcontractors</b></p> <p>The Contractor is to inform the Principal's Representative in writing of the intended use of any subcontractors prior to the use of that subcontractor. The Principal's Representative may object to the use of any subcontractor and in those circumstances the Contractor must not use that subcontractor. This does not extend to any subcontractor nominated by the Contractor in its Tender Submission.</p>	<p>To ensure that each party is aware who is working on the contract and contracted area and to ensure that the Principal approves of any subcontractors.</p>
<p><b>4. Reporting</b></p> <p><b>4.1</b> The Contractor is responsible for the production of a written monthly report, detailed final report and any other reporting as specified in the Tender Documents.</p>	<p>To provide documented evidence of work undertaken and completed.</p>
<p><b>4.2</b> Monthly reports are to be submitted to the Principal at the time nominated for the monthly site meetings and are to include:</p> <p>a. identification of the area worked including number of hours spent</p> <p>b. dates worked</p> <p>c. comparison between progress on site against the Work Plan</p> <p>d. site constraints and how the Contractor proposes to overcome them</p> <p>e. data that demonstrates the effect of the regeneration program.</p>	<p>Provides both parties with accurate information on work efficiencies and effectiveness of techniques to allow benchmarking against the Tender or Work Plan.</p>
<p><b>4.3</b> The final report (or annual report if the Contract Works span more than one year) shall provide:</p> <p>a. a summary of all monthly reports</p> <p>b. a statement on progress of the Works against the aims and objectives of the Tender Documents</p> <p>c. an assessment of the methodology and Work Plan and comment on their effectiveness</p> <p>d. a detailed description of any Works and reasons for aspects of the Contract not finalised</p> <p>e. a plan identifying any outstanding threats (such as sources of weeds, nutrients, erosion)</p> <p>f. photographic evidence of the site pre-, during and post-contract</p> <p>g. dates and times of site meetings with Principal's Representative and a summary of agreed outcomes.</p>	<p>To assist the Principal in planning ongoing management of the site and allow for cost/benefit comparison with other areas.</p>

Term of Contract (Cont'd)	Rationale (Cont'd)
<p><b>5. Environment, safety and quality requirements</b></p> <p>5.1 The Contractor is responsible for obtaining all approvals necessary for carrying out the Works under the Contract unless otherwise agreed or directed by the Principal.</p> <hr/> <p>5.2 The Contractor must comply with all relevant laws.</p> <hr/> <p>5.3 The Contractor must demonstrate to the Principal, whenever requested, that it has met its obligations in relation to cll 5.2 and 5.3.</p> <hr/> <p>5.4 The Contractor is to inform all subcontractors and other personnel used to fulfil the Contract of all legal responsibilities relevant to the site. This includes but is not limited to site induction on environmental, occupational, health and safety and on-site risk assessment.</p>	<p>To place the onus on the Contractor to ensure that all works are lawfully undertake and procedures followed.</p> <p>Places the onus on the Contractor to comply with legislation relating to, among other things environmental protection, occupational health and safety, and welfare of employees and subcontractors.</p> <p>This forms part of the due diligence and management program of both parties.</p> <p>To ensure that the Contractor puts in place an effective due diligence program to minimise risk exposure to itself and the Principal.</p>
<p><b>6. Insurance</b></p> <p>6.1 The Contractor must hold and maintain insurance covering the Contractor, Principal and subcontractors and naming the Principal as insured throughout the period of the contract:</p> <ul style="list-style-type: none"> <li>a. for public liability to an amount not less that ten million dollars (\$10,000,000)</li> <li>b. for professional indemnity against any loss or damage to the property of the Principal and against any legal liability for injury, death or damage to property of others arising from the performance of the Works to an amount not less than ten million dollars (\$10,000,000).</li> </ul> <hr/> <p>6.2 Before commencing works under the Contract the Contractor must ensure that it and every subcontractor holds Workers' Compensation Insurance or, if a sole trader, it has adequate personal accident/illness insurance as required by law.</p>	<p>Standard risk management. This may vary according to the requirements of the Principal.</p> <p>To protect the rights of all persons employed to work on site.</p>
<p><b>7. Completion</b></p> <p>7.1 The Works must be completed within [insert] months of the date the Contractor is given access to the site.</p>	<p>Sets a maximum time frame for the works. A minimum time frame may also be included to prevent unnecessary acceleration of works to the detriment of the Scope of Works. The Contract may include a liquidated damages clause whereby the parties agree on the damages that will apply for the non-completion of the Contract within the required period. However, given the variables that affect the completion of regeneration activities, this has not been included in this model contract.</p>

Term of Contract (Cont'd)	Rationale (Cont'd)
<p><b>7. Completion (Cont'd)</b></p> <p>7.2 The Contractor is to inform the Principal's Representative in writing when in the Contractor's opinion the Works have reached completion. The Principal's Representative will issue a written notice stating the date that the Works have been completed if he/she believes the Works to be complete. This notice is to include all site works, reporting and other works associated with the Contract. This notice will not relieve the Contractor from any liability for any omissions or defects.</p>	<p>Both parties to agree in writing that the Works have been completed and the Contract can be finalised.</p>
<p><b>8. Non-conforming work</b></p> <p>8.1 The Principal's Representative may direct the Contractor to correct work that is not in accordance with the Contract, and the Contractor must rectify those works within the time specified by the Principal's Representative.</p>	<p>To ensure that work undertaken is of a standard that meets the aims and objectives of the Contract and the Scope of Works and is delivered in accordance with industry accepted standards.</p>
<p>8.2 If the Contractor does not rectify the non-confirming work within the time specified by the Principal's representative, the Principal may reduce the contract sum by the amount the Principal's Representative estimates is the cost to rectify the defects.</p>	<p>To provide a mechanism for the Principal to cover the costs of any work undertaken by the Contractor that the Contractor does not wish to fix.</p>
<p><b>9. Variations</b></p> <p>9.1 A variation is any change to the character, form, quality, extent and timing of the Works directed in writing by the Principal's Representative.</p>	<p>Communicates any changes to the Works required to fulfil the aims and objectives of the Contract.</p>
<p>9.2 The Principal may request variations in writing at any time before completion of the Contract.</p>	<p>Enables additional work to be completed within the Contract without commencing further contractual negotiations. The Contractor may suggest variations in its monthly report or at other times. These variations should be considered by the Principal and, if accepted, the variation should be stated in writing, incorporated into the Contract and signed by both parties.</p>
<p>9.3 The Contractor must respond to a written request for variations within 14 days and provide to the Principal a written quotation on the scope and cost of the variation.</p>	<p>Provides the Contractor the opportunity to offer a quotation and the Principal with a timeframe to schedule others to undertake the work if necessary.</p>
<p>9.4 On receipt of a quotation for variation by the Contractor the Principal, if it wishes the variation to proceed, must approve the variation in writing to the Contractor, which shall then incorporate the variation into the Scope of Works in the agreed time period.</p>	<p>To provide a written record of the agreed variation that will form part of the Contract.</p>
<p>9.5 Fees for varied services shall be reasonable and in accordance with the quotation or schedule of rates supplied by the Contractor or as otherwise agreed in writing between the parties.</p>	<p>To ensure that fees are reasonable and represent value for money for the principal.</p>

Term of Contract (Cont'd)	Rationale (Cont'd)
<p><b>10. Disputes</b></p> <p><b>10.1</b> If either party is dissatisfied with an act or omission of the other party in connection with the Contract, that party must notify the other party in writing of the dispute within 28 days of the act or omission. The notifying party must provide details of the factual and legal basis of any claimed entitlement. If the Contractor and Principal have not resolved the dispute within 21 days after the date of the notice, the parties may appoint an independent expert to make a decision on the dispute.</p>	<p>Provides an agreed formal process for the identification and hopefully rectification of issues arising from the Contract.</p>
<p><b>10.2</b> The parties are to equally share the expert's fees and out-of-pocket expenses. Each party is to otherwise bear its own costs and share equally any other costs of the process.</p>	<p>Provide equity in resolution.</p>
<p><b>10.3</b> In making the decision, the independent expert acts as an expert and not as an arbitrator and is:</p> <ul style="list-style-type: none"> <li>a. not liable for acts, omissions or negligence</li> <li>b. to make the decision on the basis of written submissions from the parties and without formalities such as a hearing and</li> <li>c. must within 35 days of the appointment give the decision in writing with brief reasons to each party.</li> </ul>	<p>Provides independent assessment of any disputed situation.</p>
<p><b>10.4</b> The expert's decision is binding unless it requires one party to pay the other an amount exceeding \$100,000 or within 14 days of receiving the decision, either party gives notice in writing to the other that the party is dissatisfied. In this case the decision is of no effect and either party may then commence legal proceedings.</p>	<p>To avoid expensive legal costs unless the matter has significant financial implications.</p>
<p><b>10.5</b> If the expert's decision is binding, and requires one party to pay the other party money or undertake certain works, that party is to pay the money or commence to carry out the works to the standard specified by the expert within 14 days of receiving the decision of the expert. The completion date for the works is to be determined by the expert.</p>	<p>Provide tight timeframe for the delivery of any good, service or money to either party.</p>
<p><b>11. Invoicing and payment</b></p> <p><b>11.1</b> The Contractor may claim progress payments for work completed under the Contract at payment intervals as determined in the Tender Documents or as otherwise agreed by the Principal's Representative. Each payment claim by the Contractor must include a statutory declaration, in a form provided by the Principal, that all employees and subcontractors engaged to carry out the works have been paid all due amounts payable to them.</p>	<p>To provide a schedule for invoicing for the Contractor and ensure that all contractors, subcontractors and other employees are paid what is owed to them.</p>
<p><b>11.2</b> Payment will be made by the Principal within 30 days of receipt of a tax invoice prepared in accordance with the <i>A New Tax System (Pay As You Go) Act 1999</i> and subject to clause 11.3.</p>	<p>The tax invoice must include all relevant details.</p>
<p><b>11.3</b> On receipt of a claim for payment by the Contractor, the Principal is to either pay the claim in full within 30 days or if the Principal proposes to pay a lesser amount that amount determined is to be paid within 30 days and is to be accompanied by an explanation of any difference.</p>	<p>Payment is only made for work completed in compliance with and to a reasonable standard as required by the Contract.</p>

Term of Contract (Cont'd)	Rationale (Cont'd)
<p><b>11. Invoicing and payment</b> (Cont'd)</p> <p>11.4 Where a dispute arises between the Contractor and Principal's Representative in relation to a claim for payment, resolution can be sought via the dispute mechanisms within this contract or may apply for adjudication for the difference under the <i>Building and Construction Industry Security of Payment Act 1999, Commercial Arbitration Act 1984</i> or provisions within other relevant legislation.</p>	<p>Provide a dispute mechanism to facilitate payment or delivery of satisfactory work.</p>
<p>11.5 Except as otherwise stated in this Contract, the Contract Price and payment for Works as defined by the Contract can only be varied by resorting to this clause and the following clauses:</p> <ul style="list-style-type: none"> <li>- variations (clause 9)</li> <li>- non-conforming work (clause 8)</li> <li>- suspension (clause 12).</li> </ul>	
<p><b>12. Suspension</b></p> <p>12.1 The Principal's Representative may direct the Contractor to suspend all or part of the Works and the Contractor must carry out the direction.</p>	<p>To ensure that works undertaken by the Contractor translate to productive gains on the site. For example regeneration immediately after fire may impact on fragile soils that would be better delayed until plants begin to emerge.</p>
<p>12.2 If the direction to suspend the Works is due to any act or omission of the Principal, the Principal's Representative and the Contractor are to meet to agree on the reasonable extra costs payable to the Contractor resulting from the suspension. If they do not agree within 14 days after the meeting, the Principal's Representative is to assess those extra costs. In other circumstances the Principal should not be liable for any costs incurred as a result of the suspension of Works.</p>	<p>To provide equity in the event of suspension for events both within and outside of the Principal's control.</p>
<p>12.3 The Contractor is to recommence the Works as soon as practicable after a suspension after being directed to do so by the Principal's Representative.</p>	<p>Enable timely recommencement of works for the benefit of both parties.</p>
<p><b>13. Termination</b></p> <p>13.1 Without prejudice to any other right which the Principal has, if the Contractor commits a substantial breach of the Contract including:</p> <ol style="list-style-type: none"> <li>a. failing to carry out a reasonable direction of the Principal's Representative within the time specified;</li> <li>b. not progressing the Works at a reasonable rate;</li> <li>c. failing to effect or maintain any insurance required by the Contract;</li> </ol> <p>the Principal may, in writing, specify the breach and ask the Contractor to give reasons why the Principal should not take further action.</p>	<p>Provide accountability and ensure that the contractor honours his/her agreement.</p>



Term of Contract (Cont'd)	Rationale (Cont'd)
<p><b>13. Termination</b> (Cont'd)</p> <p>13.2 If the Contractor either fails to give a written response within 7 days of receiving the Principal's notice, or fails to give reasons satisfactory to the Principal, then:</p> <p>a. the Principal, through the Principal's Representative, may immediately terminate the Contract by notice in writing to the Contractor, in which case the respective rights and liabilities of the parties shall be the same as they would be at common law if the Contractor had wrongfully repudiated the Contract; OR</p> <p>b. the Principal may immediately take over the uncompleted Works by notice in writing, suspend payments due and have the Works completed by others. The Principal's Representative is to calculate the difference between the costs of having the Works completed by others and the amount of suspended payments held by the Principal. If the calculation results in a shortfall to either party then the other party is to pay the affected party the shortfall within 7 days of a written demand for payment.</p>	
<p>13.3 The Principal may terminate the contract if the Contractor liquidates (other than for the purpose of reconstruction or amalgamation) under any law or government regulation relating to bankruptcy.</p>	<p>To enable the Principal to take charge and complete the Works as required if the Contractor no longer exists as a legal entity.</p>
<p><b>14. Governing Law</b></p> <p>This contract is to be construed in accordance with the laws of the State of New South Wales in Australia and subject to any other requirements of the Contract. The courts of competent jurisdiction in that State shall be the venue for the resolution of any disputes arising under this contract.</p>	<p>Provides the legal context for the contract within NSW.</p>
<p><b>15. Execution</b></p> <p>The common seal of [insert Principal's name] was affixed on the _____ day of _____ [year].</p> <p>(for local government contract the date of the Council resolution given approval for the contract should be included)</p> <p>General Manager      Director General      Mayor (delete if not applicable)</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>The common seal of [insert Contractor's name] was affixed and attested in the presence of:</p> <p>Secretary                  Director</p> <p>_____</p> <p>Name</p> <p>_____</p>	<p>To enable the execution of the Contract by or on behalf of both the Principal and the Contractor. If the Contractor has a sole director/secretary then that one person may sign on behalf of the company and be described as 'sole director/secretary.'</p>

## Special conditions

In some organisations and for some projects it may be necessary to have additional or special conditions. These may:

- reflect the organisation's specific purchasing and tendering policies and requirements
- detail the preparation, submission and implementation of specific aspects of the project such as the treatment of archaeologically or environmentally sensitive or significant sites
- establish a relationship and integration with community bushcare groups
- provide for early or special use of the site by the contractor, client or other party
- provide for use of other facilities or sites such as a nursery or storage area.

## Annexures

All necessary tender documents should be annexed to the main contract document before the contract is executed.

This would include:

- Contract price
- Scope of works
- Aims and objectives
- Tenderer's information (referees, CVs of key personnel).

## Specifications or 'scope of works'

A contract specification describes in detail the requirements or 'scope of works' to be carried out by the contractor.

The direction and detail provided in the specifications can have a significant effect on the management of the contract by the principal and delivery by the contractor.

The specifications or 'scope of works' generally include:

- a description of the desired outcomes, aims and objectives of the project
- a methodology for carrying out the tasks
- details of any quality assurances and testing
- methods of reporting and communication.

## Outcomes v prescription

The approach adopted in this document and accompanying model contract is to emphasise outcomes rather than present a prescriptive methodology or process.<sup>12</sup> This allows both the contractor and principal to implement the project in a manner that is flexible, able to accommodate site difficulties and trial new or alternative methods that may lead to greater value for money. In cases where a method or technique is known to be ineffective, this can be specifically stated as a

strategy not to be used. Outcome orientated contracts place a greater emphasis on interaction between the parties that must be underpinned by regular and effective communication strategies.

Where the specifications detail the methodology and outcomes there is less scope for the contractor to exercise discretion. This places the onus on the principal to ensure that the methodology stated is the most suitable and appropriate. A set methodology, however, can enable easier comparison between service providers, where for example total hours of work are offered for a particular site.

Regular inspections and reporting should be a fundamental element of the scope of works and is essential for monitoring. Regular meetings between the principal's representative and the contractor (or site supervisor) should be documented. This will form part of the quality assurance of the contract and provide a forum for ongoing discussion about the contract. *Appendix 4* provides an example of an inspection form that can be used.



Examples of particular specifications that relate to various aspects of bush regeneration are outlined below.<sup>13</sup>

#### Treatment of remnant bushland areas

- Annual monitoring of the numbers and abundance of remnant species
- Annual photographic records of key sites and perspectives as nominated by the principal
- Annual reporting of the occurrence, location and density of existing and new weeds within the remnant area
- Location, species and percentage of seed to be collected and propagated for revegetation
- Use, frequency and success of fire as a means of promoting revegetation.

#### Bush regeneration

- Annual and contract reporting of effectiveness of weed eradication techniques according to identified species on site and the effectiveness of the treatment
- Photographic or other monitoring of the trial use of weed eradication techniques
- Annual reporting of emerging species (endemic, native and weed) in response to regeneration
- Annual reporting of the estimate of weed removal (for example volume (bag), weight or number)
- Reporting of the impacts of external influences on regeneration rates such as fire, runoff, illegal dumping, sedimentation, vandalism.

#### Structural works

- Capital or structural works undertaken (such as construction of retaining walls, walking tracks and bridges) and certification of engineering design and construction.

#### Planting program

- Survival rate of planted plants to exceed 80 per cent in the first year
- Annual reporting of planting locations, dates and provenance and supply
- Mulch newly planted areas where appropriate to a depth that will inhibit weed regrowth and support establishment of new plants
- Collect and propagate seed as required to preserve and promote the local genetic stock of plants.

#### Community and school

- Attend [insert number] meetings with schools, local bushcare groups and community open days
- Respond and report to the principal's representative any queries from community and students including help with grant applications
- Assist with [insert number] community planting days.

#### Spraying

- Comply with relevant policy, laws and guidelines in relation to the storage, transport and use of fertilisers, pesticides and herbicides
- Annual reporting on the control of weed growth to specified levels recording spray dates, quantities, operator and major species.

#### Qualifications/employees

*Appendix 9* provides sample position descriptions for supervisors, qualified regenerators and trainees. In summary, the qualifications and experience of these personnel should be:

##### *Supervisor*

- Minimum qualifications of bush regeneration certificate IV or equivalent
- 3 years of experience.

##### *Qualified regenerator*

- Minimum qualifications of workers bush regeneration certificate II or equivalent
- Minimum 500 hours over six months of experience.

##### *Trainee*

- Minimum qualifications of workers bush regeneration certificate II or equivalent or undertaking certificate II.

##### *Composition of staff*

- Supervisor:qualified regenerator:trainee ratio must not be less than 1:5:2.

# Tendering

Tendering is the process where an organisation invites prices, bids, quotations or proposals from tenderers for the purpose of providing goods or services. The NSW Government code of tendering sets the standards and requirements for tendering undertaken by government agencies in NSW.<sup>14</sup>

## Methods

There are a number of methods of tendering commonly used for the procurement of bush regeneration services. These include:<sup>15</sup>

- Open or competitive tendering where an agency invites tenders by public advertisement with no restriction placed on who may tender
- Selective or invited tendering where an agency invites tender bids from a limited number of tenderers that have been determined from a qualified panel to bid on a tender. Tenderers can be included on a qualified panel based on past satisfactory performance or where the work can only be done by a limited number of specialists
- Registered tenders or expression of interest where an agency invites expressions of interest for registration of prospective tenderers for a specific job or work. Tenderers are evaluated against predetermined and published criteria and those meeting the criteria are invited to tender.

The NSW Premier's Department offers guidelines on contracting and the use of consultants that can assist in determining what method of tendering can be used to ensure a competitive process.<sup>16</sup> Notwithstanding these guidelines, agencies should go to open tender if they are in doubt of the expertise in the market place. Such an approach will also ensure that new contractors have the chance to compete for work and also provide a greater level of competition in the market place.

## Period contracts

Period contracts offer an alternative means of undertaking certain activities such as regeneration and landscaping. An agency can advertise for contractors interested in undertaking work for a predetermined period, typically 1 to 3 years. The agency can appoint a contractor based on the response to the advertisement without having to seek quotes or go to tender. This applies to new or ongoing projects that require the same set of skills and experience as sought under a period contract. Potential contractors are asked to submit a schedule of rates and offer their particular expertise.

The submissions are then assessed according to predetermined criteria.

Advantages of this form of purchasing include:

- reduced administrative costs
- increased flexibility in adjusting or varying contracts

- ability to call for expressions of interest before the actual quantity of work has been fully described or determined.

Under a period contract an experienced contract manager should be able to match the skills of a particular tenderer to the tasks required. For example one company may have certain knowledge and experience of working in certain vegetation communities or may be more efficient at primary weeding on steep slopes.

The NSW Government has established a range of model period contracts to assist government agencies and others in purchasing goods and services.<sup>17</sup> At present there is not a model period contract for bush regeneration or related services and therefore as a whole of government approach this avenue is not available. However, an individual or multiple agencies or organisations can establish a period contract if it suits their particular needs.

## Tender process

Tendering requires organisations to have in place a number of processes and documents to ensure that all relevant statutory, policy and guidelines are followed.<sup>18</sup> It also requires forward planning and project management skills to manage the tender process itself. The process described below can be used as a guide for tendering however it is important that you refer to your organisation's own policies and procedures.

1. Provide for funding in the organisation's forward budget and management plan
2. Prepare a project brief (this will form the basis for the project plan and, later, the specifications of scope of works)
3. Determine which procurement strategy to utilise (this will need to be determined according to the tender thresholds required by legislation or other policy's within the organisation)
4. Prepare project plan/specifications (this may be undertaken in-house or by consultants via a separate contract)
5. Seek approval to call tenders
6. Draft the contract
7. Determine criteria for tender assessment
8. Call tenders
9. Close tender box
10. Open tender box, record details and establish communication system (eg via group email)
11. Review tenders according to the predetermined criteria and prepare report and recommendations
12. Seek approval for the recommendation
13. Commission contractor including signing of contract (see *Appendix 2* for a sample letter of engagement)
14. Contractor carries out work

15. Assess work and make payments
16. Assess and report on contractor's performance
17. Work reaches practicable completion
18. Finalise contract including consideration of any defects liability period
19. Report on contractor's overall performance and contract objectives.

### Documentation

Tender documents must clearly describe what goods or services are required and the obligations of each part of the contract. The documents must designate a contact person to provide additional information and post-tender evaluation feedback. This is often the principal's representative under the contract (ie the person empowered to make decisions on and related to the tender) or the organisation's contracts manager.

Types of documents and information may be:

- Legal contract describing the roles and responsibilities of each party
- Scope of works (or specification)
- Site maps and diagrams
- Key reference documents (such as plans of management or conservation strategies)
- Occupational health safety and environmental plans and policies
- Codes of conduct
- Selection criteria to be used by the panel to judge the tenders.

*Appendix 8* provides an example of tender documentation that can be used for bush regeneration projects.

### Advertisements

Tenders must be advertised in a manner that ensures all tenderers qualified to respond have an equal opportunity to respond. This may include the use of local, metropolitan or national papers, professional publications or newsletters or other means determined by the organisation.

The State Contracts Control Board has prepared text for the inclusion in advertisements for government authorities when inviting tenders to ensure that tenderers are aware of State Government procedures and guidelines.<sup>19</sup>

*Tenders must comply with the Code of Practice and Code of Tendering for New South Wales Government Procurement and demonstrate their ability to comply with the Codes in the tender being lodged. Unless information is provided by a tenderer to demonstrate their ability to comply, their tender will not be considered.*

Councils may have developed their own code of practice for tendering that should cover advertising.

### Time period

Advertisements for tenders must state the closing date and time and the manner tenders are to be submitted. Any tender submitted after the tender box has closed cannot be considered.

Any extensions to the tender period must be offered to all tenderers. If an extension is offered the documented guidelines and protocols must be followed or the process must be clearly described to ensure transparency and equity to all parties. For example, it would not be appropriate to extend the period for accepting tender submissions where a potential tenderer did not make time to prepare an adequate submission. However, if new information came to hand that would affect the tender process or impact on the scope of works, an extension could be offered.

### Enquiries

Enquiries by tenderers must be answered by the designated contact person specified in the tender. A record of all enquiries must be kept noting time, date, queries raised and responses given. Any information given to a particular tenderer that clarifies any aspect of the tender must also be communicated promptly to all other tenderers. One method of facilitating this information exchange is to ask all tenderers to nominate an e-mail address when collecting a tender to which additional or supplementary information can be sent.

### Pre-tender meeting

For many projects it may be appropriate to hold a pre-tender meeting. At this meeting all prospective tenderers can have the opportunity to ask specific questions of the contract manager and others. This can be an effective means of clarifying details and scope of works. If a pre-tender meeting is held, the time and date of the meeting should be specified in the tender advertisement. This will enable all tenderers to attend. The timing of the meeting should also give consideration to all tenderers to enable them to incorporate any new information or incorporate existing work programs into their tender.

### Receipt

Receipt and opening of tenders must be undertaken in such a manner to ensure propriety, security and confidentiality. Most agencies will have formal processes for the receipt and opening of tenders to maintain probity, confidentiality and accountability.

## Selecting a tenderer

All tenders must be judged according to set selection criteria. These criteria must be prepared prior to considering any tenders. Some agencies may require selection criteria be determined and advertised as part of the tender process. The criteria and relative weightings are used to provide a quantitative or semi-quantitative assessment of the tenders that is both accountable and transparent.

The State Contracts Control Board specifies that the evaluation of tenders must be based on the conditions of tendering and selection criteria defined in the tender documents.<sup>20</sup> Clause 19 of the *Local Government (Tendering Regulations) 1999* requires that a council must either accept a tender that, having regard to all the circumstances, appears to be the most advantageous or decline to accept any of the tenders. These requirements are designed to ensure value for money is sought and achieved and the potential for corruption is minimised.

### Criteria

Criteria that can be used to determine which tender is the most advantageous or best value for money include:<sup>21</sup>

- Past performance including delivery of outcomes, communication, innovation, commitment to continuous improvement, ecologically sustainable development
- Demonstration of financial viability, that the work will be completed within the price offered, and that the company is capable of managing such a project
- Quality of goods or services including quality control and management systems
- Life cycle cost. This may include the initial cost of the project (tender price) and ongoing management and maintenance costs which may be incurred by the agency once the tender is completed
- Demonstration of adequate insurance, including public liability, workers compensation, professional indemnity
- Employment and human resource management of the tenderer; for example compliance with industry award pay and conditions

- Demonstration of good tendering and contract management practices
- Quality of the environmental, health and safety plan.

Price alone is not a reliable indicator of value for money and should not be used as the sole significant criteria in an assessment.

### Panel

The panel used to evaluate tenders should represent a range of expertise and include an independent person to ensure due process is followed. Suitably qualified and experienced persons should also be present on the panel to evaluate technical or managerial implications raised in the tender.

Panel representatives must declare any conflicts of interest they have with any aspect of the tender process or potential tenderers. Where a conflict of interest is declared, that person may have to be replaced as a panel member.

### Negotiation

Prior to signing a contract, the principal and the preferred tenderer can enter into negotiations to ensure that both parties have a common understanding of the outcomes of the project and, if relevant, clarify any strategies in order to maximise the outcomes of the project. Documentation of these discussions, particularly where an aspect of the tender is altered, must be made and included within a report to the determining or consent authority. This will then form part of the contract.

### Commercial in confidence

It is important that the principal does not engage in bid shopping or taking intellectual property from others, both during any negotiation and after signing a contract. This is particularly the case where one tenderer may have submitted their tender in commercial confidence and while not successful may have developed an idea or approach that was not thought of by the principal or successful tenderer. The Code of Tendering for NSW Government Procurement provides additional advice on these matters.<sup>22</sup>



## Summary

The table below provides a summary of the key elements of tendering discussed in this section.

Obtaining value	
Action	Reason
Regularly test the market.	This will provide new contractors the opportunity to compete and existing contractors the opportunity to perform.
Project specifications (scope of works) should be incorporated into predetermined selection criteria.	These should include the approximate cost of the project, expected outcomes, and skills and expertise of the service provider. Details of specifications will vary depending on whether the work is described in terms of outputs and/or inputs.
Information provided to bidders should allow proper assessment according to predetermined criteria.	Minimise guesswork on behalf of the bidders.
Transparency of process	
Action	Reason
Invitation documents should be designed to elicit the information necessary for proper assessment against each of the selection criteria.	Similar to essential criteria in job descriptions, this ensures the selection criteria are highlighted. It may be useful to provide a template for bidders to complete for ease of comparison.
Bids must be assessed consistently using predetermined criteria made available to all bidders.	The assessment criteria must be developed and documented prior to calling for bids. These criteria should not be changed midstream unless all bidders are given an equal opportunity to revise their bids.
Contracts should not be decided from a pre-registered list or from expressions of interest unless full information, based on predetermined specifications, has been asked for and assessed.	Selection and appointment must only be made against pre-determined criteria.
All bidders should have access to the same information.	If one bidder asks a question during the bidding process, the question and answer is to be provided to all interested parties.
Any extension of time granted must be granted to all bidders.	Treatment of late applications must be clearly specified in the invitation documents.
Confidential information must be protected.	No commercial in confidence information should be provided for the benefit or to the detriment of any parties.
Dealing with conflicts of interest	
Action	Reason
Organisations should have established policies to deal with conflicts of interest.	These should be specified in the invitation documents.
Evaluation and assessment panels should be selected based on their expertise.	External and/or independent panel members can help to ensure impartiality.
Prior to appointing panel members any conflicts of interest must be disclosed.	This may disqualify the person from being a panel member.

Accountability	
<p><b>Action</b></p> <p>Records must be maintained throughout the procurement process. These should detail:</p> <ul style="list-style-type: none"> <li>• evaluation criteria</li> <li>• weighting</li> <li>• decision making processes</li> <li>• decision made</li> </ul>	<p><b>Reason</b></p> <p>Records should provide sufficient information to enable an audit and independent review of the functions.</p>
<p>Any departure from established procedures should be documented and should only occur where sound reasons can be given.</p>	<p>These should be approved in writing by a senior level manager not directly involved in the process.</p>
<p>More than one person must assess bids, submissions and expressions of interest. Where relevant the assessment panel should incorporate suitable internal and external experts.</p>	<p>This allows for sound, transparent and accountable decisions. For large contracts, a probity auditor can be appointed to ensure ongoing external scrutiny.</p>

## Managing the contract

Unlike general project management, managing contracts requires a higher duty of care and accountability due to the expenditure of public money and the associated need to comply with legislation, policies and guidelines.

There are many aspects of contract management that should form a part of day to day management. The areas listed below are a summary of the ICAC guidelines 'Managing Risk – reducing corruption risks in local government'.<sup>23</sup>

### Evaluation of contractors' performance

Evidence of contractors' performance must be documented to ensure that good contractors are given favourable consideration over problem or under performers in future contracts. A key part of performance evaluation is the exchange of information with the contractor to allow for a right of reply, particularly in the case of underperformance.

Assessment areas can include the following:

- Communication
- Compliance with legislation, policy, directions and scope of works
- Commitment to ecologically sustainable development
- Time management
- Standard of work
- Quality assurance
- Management and quality of site personnel
- Coordination of subcontractors
- Contract administration
- Comments by reporting officer and contract superintendent.

*Appendix 5* is a sample works report form that can be used by contractors to report to the principal's representative as a

basis for inspecting and tracking performance. Similarly the sample planting inventory (see *Appendix 6*) and herbicide reporting sheet (*Appendix 7*) are documents which can assist in the flow of information.

### Ethics

The Department of Public Works and Department of Local Government have codes for ethical behaviour that outline principles for dealing with issues such as conflicts of interest, gifts and benefits, fairness and equity and protecting confidential information.<sup>24</sup> These codes recognise that private business operates differently from the public sector and that NSW public authorities must comply with various rules and regulations when purchasing and tendering. As part of contract management, contractors should be made aware of these codes. This can occur via a statement within the tender document and a copy of the relevant code being given to the successful tenderer on offer of contract.

### Payment

The authorisation of payment against an invoice must only be made where the goods or services received are in compliance with those agreed to in the scope of works or by other agreement. Each payment claim submitted by a contractor should include a statutory declaration stating that all employees and subcontractors have been paid in full. This is to protect the rights of the workers employed by the contractor.

Where a payment claim is in dispute, resolution mechanisms should be in place either in the contract or in codes and policies on how to deal with the dispute.



# Endnotes

- 1 Buchanan R A (1989) *Bush regeneration – recovering Australian landscapes* TAFE NSW, p 6.
- 2 Refer to Bradley J (1998) *Bringing Back the Bush* Eds Larking J, Lenning A, and Walker J, Lansdowne Press, Sydney.
- 3 G M Bates Environmental Law in Aust 3<sup>rd</sup> ed, Butterworths p 30.
- 4 See <http://www.weeds.org.au/natsig.htm>.
- 5 For example refer to: State Contracts Control Board (1999) *Code of Practice for NSW Government Procurement*; State Contracts Control Board (1999) *Code of Tendering for NSW Government*. Each local council should have purchasing guidelines that set thresholds and the procedure required.
- 6 State Contracts Control Board (1999) *Code of Practice for NSW Government Procurement* pp 17-19.
- 7 State Contracts Control Board (2000) *Department of Public Works and Services Service Contracting Guidelines*.
- 8 'Value for money' is defined by the State Contracts Control Board as 'determined by considering all factors relevant to a particular purpose. It includes the cost of the goods and service, while life cycle costs, innovation and value adding components such as meeting the Government's economic, social development and environmental policy objectives. Value for money does not automatically mean the 'lowest price'. It is important to be clear about how value for money will be determined in any particular set of circumstances before assessing tenders.' *Code of Tendering for NSW Government Procurement* (1999) p10.
- 9 Kevin Hough and Associates (1997) *Specifications and Tender Processes*, University of Technology Sydney and Institute of Municipal Engineering Australia.
- 10 ICAC (2001) *Taking the con out of contracting – guidelines for managing corruption risks in local government and procurement and contract administration*. September 2001 p13.
- 11 Refer to State Contracts Control Board (1999) *Code of Tendering for NSW Government Procurement* p5.
- 12 This approach is favoured by the NSW Government as described in the State Contracts Control Board (1999) *Code of Tendering for NSW Government Procurement* p12.
- 13 For further information refer to Rob Scott (undated) *Competitive Tendering: Meeting Environmental Objectives Packaging Parks and Gardens in the City of Port Phillip*; Osmond P and Ray S (undated) *Attending to the Environment: a manual for specifications*, Environs Australia.
- 14 State Contracts Control Board (1999) *Code of Tendering for NSW Government Procurement*.
- 15 State Contracts Control Board (1999) *Code of Tendering for NSW Government Procurement* p10.
- 16 NSW Premier's Department, Office of Public Management (1990) *Guidelines for the Engagement and Use of Consultants*; and NSW Premier's Department, Office of Public Management (1993) *Contracting and Market Testing Policy*.
- 17 For example, *State Contract 019 Stormwater pollution control devices* provides state and local government authorities with the option of not tendering for the supply and installation of certain products despite exceeding certain value thresholds. This exception is permissible under the *Local Government Act 1993* (s 55) and the Public Sector Management (Goods and Services) Regulation 2000 s 38.
- 18 Refer to the State Contracts Control Board (1999) *Code of Tendering for NSW Government Procurement* for details.
- 19 State Contracts Control Board (1999) *Code of Practice NSW Government Procurement* p 29 'Tenders must comply with the Code of Practice and Code of Tendering for New South Wales Government Procurement and demonstrate their ability to comply with the Codes in the tender being lodged. Unless information is provided by a tenderer to demonstrate their ability to comply, their tender will not be considered'.
- 20 State Contracts Control Board (1999) *Code of Practice NSW Government Procurement* Ethical principles of tendering p15.
- 21 Refer to Department of Local Government *Competitive Tendering Guidelines* (January 1999); Department of Public Works and Services (2000) *Service Contracting Guidelines*; State Contracts Control Board (1999) *Code of Practice for NSW Government Procurement*; and State Contracts Control Board (1999) *Code of Tendering for NSW Government*.
- 22 State Contracts Control Board (1999) *Code of Tendering for NSW Government Procurement*.
- 23 Independent Commission Against Corruption (2001) *Taking the con out of Contracting - guidelines for managing corruption risks in local government procurement and contract administration*.
- 24 Department of Local Government (1996) *Code of Practice for the Construction Industry*, July 1996; State Contracts Control Board (1999) *Code of Tendering for NSW Government Procurement*; and State Contracts Control Board (1999) *Code of Practice for NSW Government Procurement*.



# Appendix 1

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## Model bush regeneration contract

## **Contract for Bush Regeneration Works in [insert site name or description]**

### **1.0 Contract**

This Contract is to be read in conjunction with the Scope of Works forming part of the Invitation to Tender [give full title] issued by the Principal (Contract No [insert contract number]) a copy of which is attached and the Tender Submission from the Contractor in reply to the Principal's Invitation to Tender relating to [insert site name/description].

### **2.0 Definitions**

**2.1 Completion** is defined when the Works are finished, free from omissions and defects, all rectifications and variations are finalised and the site and surroundings are made good.

**2.2 Contract Price** is the sum stated in the Tender Documents.

**2.3 Contractor** is the party named in the Contract and includes its successors and permitted assignees.

**2.4 Principal** is the entity named as such in the Contract. References to the Principal include the Principal's Representative unless otherwise stated.

**2.5 Principal's Representative** is the person/s named in the Contract empowered to make decisions on and related to the Contract.

**2.6 Scope of Works** is the description of work the subject of the Contract.

**2.7 Site Address** or area is the geographic location and extent of the Works as defined in the Scope of Works.

**2.8 Site Occupation** is the right given to the Contractor by the Principal (or other entity as specified) to occupy the site to carry out the necessary work as agreed. The Contractor's right to the site is limited to such use and control as necessary to complete the Contractor's obligations in accordance with the Contract. Site occupation is not exclusive to the Contractor unless otherwise agreed in writing by the Principal.

**2.9 Tender Documents** refers to the documents prepared by the Principal for the purpose of this Contract and may include associated documents annexed to this Contract.

**2.10 Tender Submission** is the document or offer submitted to the Principal by the Contractor in response to the Invitation to Tender.

**2.11 Work Plan** is the work plan as submitted as part of the Contractor's Tender Submission.

**2.12 Works** is defined as the activities required to be carried out to meet the Scope of Works and pursuant to the terms of the Contract.

### **3.0 Roles and relationships**

#### **3.1 Responsibilities**

*The Contractor must:*

- a. undertake to carry out the Works according to the aim/s and objectives as specified in the Tender Documents
- b. undertake all Works as specified in the Scope of Works and must comply with all reasonable directions and requests by the Principal
- c. perform and observe other obligations required by the contract and as mutually agreed with the Principal.

*The Principal must:*

- a. pay the Contractor the contract price for its performance against the standard required
- b. perform and observe other obligations required by the Contract and as mutually agreed with the Contractor
- c. give Site Occupation to the Contractor.

#### **3.2 Instructions**

The Principal may give reasonable instructions to the Contractor to ensure that the aims and objectives of the Tender Documents are satisfied. The Contractor must comply at its own cost, unless an entitlement to payment is otherwise specified in the Contract.

#### **3.3 Cooperation and authority**

Each party must do all it reasonably can to cooperate on all matters relating to the fulfilment of their obligations under the Contract and must at all times ensure that there is a person appointed to act with full authority on all matters relating to the Contract.

### 3.4 Meetings

The Contractor and Principal are to hold site meetings every month or as otherwise agreed. These meetings are to discuss the progress against the Contract and provide an opportunity to ensure that the Works are achieving the aims and objectives of the Contract. Any decisions made at the site meeting that change the Scope of Works is to be documented in writing by the Principal and subsequently agreed to by the Contractor in writing prior to commencement of the Works as varied.

### 3.5 Quality of work

The Contractor is to supply materials which are new, free from defects and suitable for the purpose and carry out the Works to a standard that conforms with the Contract, industry guidelines, relevant Australian Standards and all lawful requirements of Commonwealth and State legislation and subordinate regulations, ordinances, by laws, orders and proclamations.

### 3.6 Contractor's Personnel

- a. The Contractor is responsible for the proper conduct of its personnel and its subcontractors.
- b. All staff used by the Contractor for the contract are to be appropriately qualified and experienced for the purposes of fulfilling the Contract.
- c. The site supervisor must be as nominated in the Tender Submission and is to be appropriately experienced.
- d. Trainee staff can only be used with written permission from the Principal's Representative. The proportion of trainees shall not exceed the ratio of supervisors:qualified regenerators:trainees of 1:5:2.

### 3.7 Subcontractors

The Contractor is to inform the Principal's Representative in writing of the intended use of any subcontractors prior to the use of that subcontractor. The Principal's Representative may object to the use of any subcontractor and in those circumstances the Contractor must not use that subcontractor. This does not extend to any subcontractor nominated by the Contractor in its Tender Submission.

## 4.0 Reporting

4.1 The Contractor is responsible for the production of a written monthly report, detailed final report and any other reporting as specified in the Tender Documents.

4.2 Monthly reports are to be submitted to the Principal at the time nominated for the monthly site meetings and are to include:

- a. identification of the area worked including number of hours spent
- b. dates worked
- c. comparison between progress on site against the Work Plan
- d. site constraints and how the Contractor proposes to overcome them
- e. data that demonstrates the effect of the regeneration program.

4.3 The final report (or annual report if the Contract Works span more than one year) shall provide:

- a. a summary of all monthly reports
- b. a statement on progress of the Works against the aims and objectives of the Tender Documents
- c. an assessment of the methodology and Work Plan and comment on their effectiveness
- d. a detailed description of any Works and reasons for aspects of the Contract not finalised
- e. a plan identifying any outstanding threats (such as sources of weeds, nutrients, erosion)
- f. photographic evidence of the site pre-, during and post-contract
- g. dates and times of site meetings with Principal's Representative and a summary of agreed outcomes.

## 5.0 Environment, safety and quality requirements

5.1 The Contractor is responsible for obtaining all approvals necessary for carrying out the Works under the Contract unless otherwise agreed or directed by the Principal.

5.2 The Contractor must comply with all relevant laws.

5.3 The Contractor must demonstrate to the Principal, whenever requested, that it has met its obligations in relation to cll 5.2 and 5.3.

5.4 The Contractor is to inform all subcontractors and other personnel used to fulfil the Contract of all legal responsibilities relevant to the site. This includes but is not limited to site induction on environmental, occupational, health and safety and on-site risk assessment.

## **6.0 Insurance**

6.1 The Contractor must hold and maintain insurance covering the Contractor, Principal and subcontractors and naming the Principal as insured throughout the period of the contract:

- a. for public liability to an amount not less than ten million dollars (\$10,000,000)
- b. for professional indemnity against any loss or damage to the property of the Principal and against any legal liability for injury, death or damage to property of others arising from the performance of the Works to an amount not less than ten million dollars (\$10,000,000).

6.2 Before commencing works under the Contract, the Contractor must ensure that it and every subcontractor holds Workers' Compensation Insurance or, if a sole trader, it has adequate personal accident/illness insurance as required by law.

## **7.0 Completion**

7.1 The Works must be completed within [insert] months of the date the Contractor is given access to the site.

7.2 The Contractor is to inform the Principal's Representative in writing when in the Contractor's opinion the Works have reached completion. The Principal's Representative will issue a written notice stating the date that the Works have been completed if he/she believes the Works to be complete. This notice is to include all site works, reporting and other works associated with the Contract. This notice will not relieve the Contractor from any liability for any omissions or defects.

## **8.0 Non-conforming work**

8.1 The Principal's Representative may direct the Contractor to correct work that is not in accordance with the Contract, and the Contractor must rectify those works within the time specified by the Principal's Representative.

8.2 If the Contractor does not rectify the non-confirming work within the time specified by the Principal's representative, the Principal may reduce the contract sum by the amount the Principal's Representative estimates is the cost to rectify the defects.

## **9.0 Variations**

9.1 A variation is any change to the character, form, quality, extent and timing of the Works directed in writing by the Principal's Representative.

9.2 The Principal may request variations in writing at any time before completion of the Contract.

9.3 The Contractor must respond to a written request for variations within 14 days and provide to the Principal a written quotation on the scope and cost of the variation.

9.4 On receipt of a quotation for variation by the Contractor the Principal, if it wishes the variation to proceed, must approve the variation in writing to the Contractor, which shall then incorporate the variation into the Scope of Works in the agreed time period.

9.5 Fees for varied services shall be reasonable and in accordance with the quotation or schedule of rates supplied by the Contractor or as otherwise agreed in writing between the parties.

## **10.0 Disputes**

10.1 If either party is dissatisfied with an act or omission of the other party in connection with the Contract, that party must notify the other party in writing of the dispute within 28 days of the act or omission. The notifying party must provide details of the factual and legal basis of any claimed entitlement. If the Contractor and Principal have not resolved the dispute within 21 days after the date of the notice, the parties may appoint an independent expert to make a decision on the dispute.

10.2 The parties are to equally share the expert's fees and out-of-pocket expenses. Each party is to otherwise bear its own costs and share equally any other costs of the process.

10.3 In making the decision, the independent expert acts as an expert and not as an arbitrator and is:

- a. not liable for acts, omissions or negligence
- b. to make the decision on the basis of written submissions from the parties and without formalities such as a hearing and
- c. must within 35 days of the appointment give the decision in writing with brief reasons to each party.

10.4 The expert's decision is binding unless it requires one party to pay the other an amount exceeding \$100,000 or within 14 days of receiving the decision, either party gives notice in writing to the other that the party is dissatisfied. In this case the decision is of no effect and either party may then commence legal proceedings.

10.5 If the expert's decision is binding, and requires one party to pay the other party money or undertake certain works, that party is to pay the money or commence to carry out the works to the standard specified by the expert within 14 days of receiving the decision of the expert. The completion date for the works is to be determined by the expert.

## 11.0 Invoicing and payment

11.1 The Contractor may claim progress payments for work completed under the Contract at payment intervals as determined in the Tender Documents or as otherwise agreed by the Principal's Representative. Each payment claim by the Contractor must include a statutory declaration, in a form provided by the Principal, that all employees and subcontractors engaged to carry out the works have been paid all due amounts payable to them.

11.2 Payment will be made by the Principal within 30 days of receipt of a tax invoice prepared in accordance with the *A New Tax System (Pay As You Go) Act 1999* and subject to clause 11.3.

11.3 On receipt of a claim for payment by the Contractor, the Principal is to either pay the claim in full within 30 days or if the Principal proposes to pay a lesser amount that amount determined is to be paid within 30 days and is to be accompanied by an explanation of any difference.

11.4 Where a dispute arises between the Contractor and Principal's Representation in relation to a claim for payment, resolution can be sought via the dispute mechanisms within this contract or may apply for adjudication for the difference under the *Building and Construction Industry Security of Payment Act 1999*, *Commercial Arbitration Act 1984* or provisions within other relevant legislation.

11.5 Except as otherwise stated in this Contract, the Contract Price and payment for Works as defined by the Contract can only be varied by resorting to this clause and the following clauses:

- variations (clause 9)
- non-conforming work (clause 8)
- suspension (clause 12).

## 12.0 Suspension

12.1 The Principal's Representative may direct the Contractor to suspend all or part of the Works and the Contractor must carry out the direction.

12.2 If the direction to suspend the Works is due to any act or omission of the Principal, the Principal's Representative and the Contractor are to meet to agree on the reasonable extra costs payable to the Contractor resulting from the suspension. If they do not agree within 14 days after the meeting, the Principal's Representative is to assess those extra costs. In other circumstances the Principal should not be liable for any costs incurred as a result of the suspension of Works.

12.3 The Contractor is to recommence the Works as soon as practicable after a suspension after being directed to do so by the Principal's Representative.

## 13.0 Termination

13.1 Without prejudice to any other right which the Principal has, if the Contractor commits a substantial breach of the Contract including:

- a. failing to carry out a reasonable direction of the Principal's Representative within the time specified;
- b. not progressing the Works at a reasonable rate;
- c. failing to effect or maintain any insurance require by the Contract, the Principal may, in writing, specify the breach and ask the Contractor to give reasons why the Principal should not take further action.

13.2 If the Contractor either fails to give a written response within 7 days of receiving the Principal's notice, or fails to give reasons satisfactory to the Principal, then:

- a. the Principal, through the Principal's Representative, may immediately terminate the Contract by notice in writing to the Contractor, in which case the respective rights and liabilities of the parties shall be the same as they would be at common law if the Contractor had wrongfully repudiated the Contract; OR
- b. the Principal may immediately take over the uncompleted Works by notice in writing, suspend payments due and have the Works completed by others. The Principal's Representative is to calculate the difference between the costs of having the Works completed by others and the amount of suspended payments held by the Principal. If the calculation results in a shortfall to either party then the other party is to pay the affected party the shortfall within 7 days of a written demand for payment.

13.3 The Principal may terminate the contract if the Contractor liquidates (other than for the purpose of reconstruction or amalgamation) under any law or government regulation relating to bankruptcy.

#### 14. Governing Law

This contract is to be construed in accordance with the laws of the State of New South Wales in Australia and subject to any other requirements of the Contract. The courts of competent jurisdiction in that State shall be the venue for the resolution of any disputes arising under this contract.

#### 15. Execution

The common seal of [insert Principal's name] was affixed on the \_\_\_\_\_ day of \_\_\_\_\_ [year].

(for local government contract the date of the Council resolution given approval for the contract should be included)

General Manager

Director General

Mayor (delete if not applicable)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The common seal of [insert Contractor's name] was affixed and attested in the presence of

Secretary

Director

\_\_\_\_\_

\_\_\_\_\_

Name

\_\_\_\_\_

\_\_\_\_\_



## Appendix 2

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### Letter of engagement

## Letter of engagement

[name of Principal] is pleased to award [name of Contractor] the tender for Works as described in the attached Scope of Works in response to your quoted price on [insert date] of \$[insert].

In summary, the terms of the attached Contract for Bush Regeneration Works are as follows:

- The laws of the State of New South Wales in Australia shall be followed.
- The Scope of Works shall be carried out in accordance with the specifications thereto unless otherwise agreed by both parties in writing.
- Any variation to the Scope of Works must be agreed to by both parties in writing.
- [Name of contractor] must comply with all reasonable directions and requests by the Project Officer [or contract manager or other title of the Principal's Representative] .
- Public liability and professional indemnity insurance must be held and maintained over the whole period of engagement and each shall be to an amount of not less than \$10,000,000.
- [Name of organisation] shall pay the agreed price as stated above for Works against the standard stated in the Scope of Works within 30 days of receipt of a valid tax invoice.
- Without prejudice to any other rights of [Principal], if [Contractor] commits a substantial breach in the fulfilment or otherwise of the Scope of Works or the terms of engagement then [Principal] can terminate this Contract.
- This agreement shall come into effect on receipt of a letter to [Principal] signed and dated by the Secretary and Director of the [Contractor].
- The Contractor will execute the enclosed Contract for Bush Regeneration Works to formalise this agreement.
- [Principal] gives site occupation to [Contractor] for the period of the Contract insofar as work undertaken is for the purpose of fulfilling the Scope of Works.
- [Principal's] representative for this Contract shall be [name and position of Principal's Representative] and can be contacted on [phone] and [e-mail].

Yours sincerely

[to be signed by a person in the organisation with the appropriate delegated authority to commission the agreement at the stated value]

# Appendix 3

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## 2003 Schedule of Rates

## 2003 Schedule of Rates for Contract Bush Regeneration

Item	Unit	Rate	Rate + GST	Comment
Primary Target Weeding	Person hours	\$31.50	\$35.00	
Bush Regeneration	Person hours	\$31.50	\$35.00	
Hand Spraying (stand alone contract)	Person hours	\$31.50	\$35.00	Includes herbicide
Machine Spraying	Person hours		\$75.00	Includes machinery, vehicle and operator
Volunteer Facilitation/Supervision	Person hours	\$31.50	\$35.00	Some companies charge extra for weekend work
Training	Person hours	\$34.20	\$38.00	Extra cost for training materials
Monitoring/Mapping	Person hours	\$34.20	\$38.00	Extra cost may be incurred for printing
Development of management plans/species lists etc.	Person hours	\$44.10	\$49.00	Extra cost may be incurred for printing
Revegetation	Person hours	\$31.50	\$35.00	Extra cost for materials
Seed Collection and Preparation	Person hours	\$31.50	\$35.00	
Track construction/Landscaping	Person hours	\$35.00	\$38.00	Extra cost for materials
Erosion Control	Person hours	\$31.50	\$35.00	
Abseiling/Rope work	Person hours	\$34.20	\$38.00	

This Schedule of Rates was compiled by AABR for use by Bush Regeneration Contractors and those wishing to engage those Contractors. They are indicative rates only. For any further information relating to this Schedule of Rates or the Australian Association of Bush Regenerators, please feel free to contact us. For updated rates online go to [www.zip.com.au/~aabr](http://www.zip.com.au/~aabr).

# Appendix 4

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## Performance inspection and reporting form

## Performance inspection and reporting form

Project	
Location	
Principal's representative	
Contractor's representative	
Value of contract	
Date commenced	

Inspection date			
Condition of site			
Weather			
Performance	Satisfactory	Unsatisfactory	Comment
Invoiced area			
Areas being worked			
Techniques used			
Progress observed (milestones met)			
Environment and sediment control			
OHS			
Traffic control			
Public safety			
Other			
Instructions issued			
Contractor's comments			

Inspector's signature \_\_\_\_\_ Date \_\_\_\_\_

Contractor's signature \_\_\_\_\_ Date \_\_\_\_\_

# Appendix 5

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## Bush Regeneration Contractors – Works Report

# Bush Regeneration Contractors – Works Report

Location: \_\_\_\_\_

Date: \_\_\_\_\_

Organisation: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Zone (see map)	Work Category	Stage of Work	Method	Comments

Attached:

Maps: Y/N

Planting Inventory: Y/N

Incident/Injury Report: Y/N



## Appendix 6

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### Planting inventory – in or adjacent to areas of remnant vegetation

Planting inventory – in or adjacent to areas of remnant vegetation

Planting location: \_\_\_\_\_

Date: \_\_\_\_\_

Planted by: \_\_\_\_\_

Map attached: Y/N

\*(Provenance here means the genetic origin of the planted stock. If unsure insert "unsure")

Species	Size	No. arrived	No. planted	Provenance*	Propagator/Supplier
Totals					

# Appendix 7

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## Herbicide Recording Sheet

## Herbicide Recording Sheet

One report to be filled in for each site. Forms to be completed within 24 hours of treatment.

Date: \_\_\_\_\_ Site name: \_\_\_\_\_

Suburb: \_\_\_\_\_ Map of sight highlighting area worked is attached: Y/N

Staff name	Signature	Start	Finish	Total Hours
1.				
<b>Personal Protective Equipment:</b> Elbow Length Gloves <input type="checkbox"/> Safety Glass/Shield <input type="checkbox"/> Hat <input type="checkbox"/> Safety Shoes <input type="checkbox"/> Long Sleeved Shirt <input type="checkbox"/> Long Pants <input type="checkbox"/> Sunscreen <input type="checkbox"/> Other(Specify) _____				
2.				
<b>Personal Protective Equipment:</b> Elbow Length Gloves <input type="checkbox"/> Safety Glass/Shield <input type="checkbox"/> Hat <input type="checkbox"/> Safety Shoes <input type="checkbox"/> Long Sleeved Shirt <input type="checkbox"/> Long Pants <input type="checkbox"/> Sunscreen <input type="checkbox"/> Other(Specify) _____				

Information from: <http://www.bom.gov.au/products/IDN65066.shtml> (Sydney Airport)

<b>Weather: Please tick appropriate box</b>			
Rain <input type="checkbox"/>	Partly Cloudy <input type="checkbox"/>		
Light rain <input type="checkbox"/>	Clear Sky <input type="checkbox"/>		
Overcast <input type="checkbox"/>			

Temperature: \_\_\_\_\_ Humidity: \_\_\_\_\_

Wind Speed: \_\_\_\_\_ Direction: \_\_\_\_\_

<b>Herbicide/Additives Used:</b>	
Roundup Biactive <input type="checkbox"/>	
Broadleaf Weeder <input type="checkbox"/>	
Brushoff <input type="checkbox"/>	

<b>Herbicide/Additives Used:</b>	
Roundup Biactive <input type="checkbox"/>	
Broadleaf Weeder <input type="checkbox"/>	
Brushoff <input type="checkbox"/>	
<b>Bigfoot Dye:</b>	
Pulse Penetrant <input type="checkbox"/>	
Other (Specify): _____	
<b>Bigfoot Dye:</b>	
Pulse Penetrant <input type="checkbox"/>	
Other (Specify): _____	

Treatment Method: Please tick and fill in appropriate boxes

Plant Species	Foliage Spray	Cut & Paint	Scrape & Paint	Application Rate	Quantity Used	Hours Worked
<b>Comments:</b>						

# Appendix 8

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## Sample tender documentation

## Advertisement

Tenders are invited from suitably qualified and experienced contractors to provide bush regeneration services at [name of reserve and suburb] in the [specify] local government area/s. The contract is for a period of [insert] years and will require a number of tasks including but not limited to [list most important]

A copy of the tender, scope of work and other inquiries can be obtained by contacting [name and contact details].

Tenders must be placed in the Tender Box in a sealed envelope clearly marked 'Tender for bush regeneration services [name of reserve]' before [time] on [date].

The Tender box is located [state specific location].  
Late submissions will not be considered.

General Manager/Director General

## Conditions of Tender

*(NB these conditions will form part of the Contract)*

### 1. Contact Officer

All requests for information or advice regarding this document shall be made to [insert name and contact details].

### 2. Nature of Contract

[Name of organisation] wishes to invite consultants to undertake bush regeneration at [name of reserve and suburb].

### 3. Objectives

The objectives of this tender are to (examples):

- (a) Remove and control target weeds (these can be listed)
- (b) Reduce major weed infestations in designated areas to a low maintenance level
- (c) Maintain previously worked sites (these can be listed)
- (d) Manage the natural regeneration on site
- (e) Replant areas or species (after agreement with Principal) (or list) unable to regenerate naturally, ensuring the density and structure likely to have been found in the original community is emulated
- (f) Create/maintain fuel reduced zones
- (g) Prepare sites for hazard reduction burning
- (h) Construct [specify infrastructure]
- (i) Train/work with [specify] Bushcare Group
- (j) Maintain [path/infrastructure]
- (k) Undertake [specify physical works such as erosion control, stormwater devices, bank stabilisation].

### 4. Consultant Submissions

The Contractor shall submit a Lump Sum Fee and Services proposal. The submission shall include, but is not limited to:

- (a) the timing and a brief description of the tasks to be performed against the Scope of Works
- (b) demonstrated understanding of bush regeneration activities
- (c) proposed staffing schedule for tasks to be performed
- (d) organisation details
- (e) curricula vitae of personnel proposed for assignment to the project
- (f) recent experience of the firm on projects of a similar nature.
- (g) Gantt chart outlining the stages of works to meet the desired timetable.

The submissions should also address the weighted and non-weighted criteria as listed in Section 9 below.

### 5. Completion of Tender

Tender submissions shall be considered complete and will be assessed provided that all relevant information has been completed including the accompanying attachments (see below). Tender submissions that are not complete may not be considered in the final assessment.

### 6. Lodgment and Closing Date

Lodge or deliver tender submissions to [name and street address of organisation] by [time and date]. All submissions are to be placed in the Tender Box and marked:

'Tender for bush regeneration services [name of reserve]' before [time] on [date]. The Tender box is located [state location]. Late submissions will not be considered.

### 7. Addenda to Contract

Consultants may ask for clarification of items relating to the contract documents. Any instruction resulting from such request will be issued via e-mail to all consultants in the form of an Addendum, which shall then form part of the contract documents. It is the responsibility of all contractors to supply an e-mail address to Council when requesting a copy of the tender. This e-mail address will be the one to which all ongoing correspondence will be issued over the course of the tender process. Similarly, should Council require documents to be amended an Addendum will be issued.

### 8. Consultant to Verify

The consultant must satisfy himself/herself as to the true nature and extent of the work before submitting a Tender. The Consultant is to verify the correctness and sufficiency of the documents. No claim arising from the neglect of this requirement shall be admitted.

## 9. Selection Process Evaluation Criteria

Tenders will be evaluated in accordance with the criteria listed below. The evaluation criteria are not listed in any particular order, nor are they accorded equal weight.

Weighted criteria are:

- Relevant experience (previous work of this type)
- Track record (general reputation for work competence, capacity)
- Technical skills (people, systems, specific abilities)
- Methodology (appreciation of key issues/experience)
- Time
- Performance
- Price
- Appropriate equipment
- [add any others]

Non-Weighted Criteria are:

- Declaration regarding collusive tendering
- Innovative reporting outcomes
- Past performance as determined through reference checks.

## Evaluation Process

Each of the weighted criteria given above will be given a rating based on the information submitted as part of the Tender, and an overall score for each Tender arrived at by multiplying this rating with the weighting.

Non-weighted criteria will be rated satisfactory or unsatisfactory. Any Tenders that are rated unsatisfactory in any of the non-weighted criteria may not be considered.

## Acceptance of Tenders

[Principal] shall not be bound to accept the preferred Tender, the lowest Tender or any Tender.

A Tender shall be deemed to be accepted when a notice in writing of such acceptance is handed to the Tenderer(s) or is delivered by pre-paid post to the address supplied by the Tenderer pursuant to Section 2. In the latter case the time of posting shall be deemed to be the time of acceptance.

## Copyright and Confidentiality

All consultants engaged by [Principal] are required to sign an 'Undertaking For the Use of Copyright Material' and a 'Declaration of Pecuniary Interest'. Copies of these documents are given as attachments for information only at this stage and are required to be signed only on advice and acceptance of the Tender(s).

All information provided by [Principal] shall remain the property of [Principal], is to be returned to [Principal] at the conclusion of the contract and must only be used by [contractor] in fulfilling the Scope of Works.

## Non-Conforming Quotations

Any quotation that does not comply with any requirement, or contains provisions not required or allowed by the documents may be rejected.

## Tender Meeting

A pre-tender meeting will be held [either on site or other location as specified] at [time and date]. This is a compulsory/voluntary meeting for the purpose of providing prospective tenderers the opportunity to raise any questions in relation to this tender.

## Attachments

- Scope of Works
- Contract
- Quotation schedule
- Copyright and confidentiality agreement
- Declaration of pecuniary interest
- Declaration of collusive tendering

# Appendix 9

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## Position Descriptions/Competencies



## Site Supervisor

### 1. Purpose of position

- Provide on-site supervision of the bush regeneration work team and volunteers in accordance with the site plan or as specified by the Project Manager.
- Prepare reports on daily work activities including time sheets, site conditions, site monitoring and the preparation of species lists. Assist in the preparation of site reports for clients.
- Prepare and maintain tools and equipment and ensure safe work practices by all staff at all times.
- Liaise with clients and members of the public on bush regeneration activities and site strategy.

### 2. Position context

The site supervisor reports to the Project Manager.

### 3. Essential skills, knowledge and experience

#### *Skills*

1. Ability to identify species not recognised by using botanical keys
2. Carry out and supervise all major revegetation techniques (ranging from natural regeneration treatments to reconstruction treatments), taking into account the habitat needs of fauna
3. Program and direct the operations of a team in bushland
4. Ability to communicate:
  - a. appropriate information about sites and programs to team members, the public, land owners/mangers and other relevant people
  - b. in reports, ideas, concerns, concepts and recommendations to program manger and other relevant people
5. Ability to recognise, document and communicate ecological processes relevant to the site
6. Ability to manage project budgets and report on same
7. Ability to conduct or oversee monitoring, data collection or modelling relevant to the site
8. Must be willing to undertake training in and be prepared to use mechanised tools such as a chainsaw.

#### *Knowledge*

1. Recognise the majority of locally indigenous and exotic plant species at all life stages and from vegetative parts
2. Understand the habitat needs of fauna
3. Knowledge to precisely delineate boundaries between regeneration and reconstruction areas
4. Select appropriate plant species and genetic material for reintroductions

5. Predict the timing of particular revegetation treatments and secondary and maintenance work to ensure that undesirable species are minimised and desirable species are optimised
6. Predict the time and resources required for treatments in particular areas
7. Understanding of legislation relevant to any project and ability to fulfil those requirements
8. Provide OH&S information and equipment, plus working knowledge of Act
9. Working knowledge of the principles of conflict resolution
10. Must have a sound knowledge and experience in bushland weed control and management and be willing to use herbicide.

#### *Experience*

Minimum of 2 years experience in the bush regeneration or related field. Experience at a supervisory level in providing training, supervision and technical advice to staff, clients, volunteers and members of the public.

#### *Qualifications*

- Must have successfully completed the Bush Regeneration Level IV Certificate or equivalent *OR*
- the equivalent of a certificate, diploma or degree in a field relating to natural resource management *OR* have at least 3 years experience relevant to the position.
- A current first aid certificate.
- A current Class 1 A drivers licence.

### 4. Key Accountabilities

The site supervisor is accountable for the daily field activities of the work team and for preparing regular site reports. All work must be carried out in accordance with the contract specifications.

#### *Planning, Staffing, General*

- Provide supervision, training, technical advice and support to work team and volunteers in accordance with the site plan and company operating plan
- Liaise with the Managing Director (of the company) to provide input and support on the effectiveness of field operations
- Assist with monitoring and the preparation of site management plans
- Ensure all field operations and public contact are undertaken in accordance with relevant legislation, regulations, client and company policies, management strategies and guidelines
- Ensure safe work practices are maintained and assume responsibility for first aid, security and emergency situations

- Report all accidents and incidents to the Project Manager, record in the work site diary and appropriate report forms as soon as possible

#### *Administration and Reporting*

- Ensure daily time sheets and records are maintained
- Record, prepare and submit work records when required
- Assist in the development of site management plans
- Identify permanent photographic points for ongoing monitoring and evaluation of all work sites

#### *Staffing and Planning*

- Liaise closely with Managing Director to ensure client contract is fulfilled as required
- Identify and report management issues of concern to Managing Director and work team if appropriate
- Report all disciplinary breaches and actions to the Managing Director and accurately record incidents in work site diary
- Ensure all work carried out is of a high standard and complies with relevant legislation, client and company/organisation policies and procedures
- Ensure team members work effectively and co-operatively
- Ensure staff are on-site, on time and work in a timely manner
- Ensure staff work to company contract hours for starting, finishing and meal break times.

#### *Field Operations*

- Prepare and maintain all tools, equipment and herbicide for each day's work and ensure they are in safe working condition
- Ensure all tools, equipment and herbicide are secured when not in use
- Alert the Managing Director when tools, equipment and herbicide are faulty, running low or needed in a timely manner to ensure their replacement or availability
- Supervise the removal or stockpiling of rubbish and vegetative debris
- Work within contract specifications

## Trainee Supervisor

### 1. Purpose of Position

The position of trainee supervisor provides experienced bush regenerators an opportunity to develop skills and gain experience at a supervisory level in all aspects of bushland management.

### 2. Key tasks

- Provide on-site supervision of the bush regeneration work team and volunteers in accordance with the site plan or as specified by the Managing Director
- Prepare reports on daily work activities including time sheets, site conditions, site monitoring and the preparation of species lists. Assist in the preparation of site reports for clients
- Prepare and maintain tools and equipment and ensure safe work practices by all staff at all times
- Liaise with clients and members of the public on bush regeneration activities and site strategy
- Ensure safe work practices are maintained and assume responsibility for first aid, security and emergency situations.

### 3. Position Context

The trainee supervisor reports to the Managing Director.

### 4. Essential Criteria

#### *Qualifications and Experience*

- Must have successfully completed the Bush Regeneration Certificate II
- The equivalent of a certificate, diploma or degree in a field relating to natural resource management, or be currently undertaking such study, or have at least 2 years experience relevant to the position
- A minimum of 1 year (equal to >1000 hours) experience in the bush regeneration or related field
- Experience in providing training, supervision and technical advice to staff, clients, volunteers and members of the public
- Must have a sound knowledge and experience in bushland weed control and management and be willing to use herbicide
- Must be willing to undertake training in and be prepared to use mechanised tools such as a chainsaw
- Must have a current first aid certificate
- Must have a current Class IA drivers licence.

### 5. Key Accountabilities

The trainee supervisor is accountable for the daily field activities of the work team and for preparing regular site reports.

#### *Planning, Staffing, General*

- Provide supervision, training, technical advice and support to work team and volunteers in accordance with the site plan and company operating plan

- Liaise with Managing Director to provide input and support on the effectiveness of field operations
- Assist with monitoring and the preparation of site plans
- Ensure all field operations and public contact are undertaken in accordance with relevant legislation, regulations, client and company policies, management strategies and guidelines
- Ensure safe work practices are maintained and assume responsibility for first aid, security and emergency situations
- Report all accidents and incidents to the Managing Director, record in the work site diary and appropriate report forms as soon as possible.

#### **Administration and Reporting**

- Ensure daily time sheets are maintained
- Record, prepare and submit work records when required
- Assist in the development of site plans
- Identify permanent photographic points for ongoing monitoring and evaluation of all work sites
- Liaise closely with Managing Director to ensure client contract is fulfilled as required
- Identify and report management issues of concern to Managing Director and work team if appropriate
- Report all disciplinary breaches and actions to the Managing Director and record in work site diary
- Ensure all work carried out is of a high standard and complies with relevant legislation, client and company policies and procedures
- Ensure team members work effectively and co-operatively
- Ensure staff are on site, on time and work in a timely manner
- Ensure staff work to company contract hours for starting, finishing and meal break times.

#### **Field Operations**

- Prepare and maintain all tools, equipment and herbicide for each days work and ensure that they are in safe working condition
- Ensure all tools, equipment and herbicide are secured when not in use
- Alert the Managing Director when tools, equipment and herbicide are faulty, running low or needed in a timely manner to ensure their replacement or availability
- Supervise the removal or stockpiling of rubbish and vegetative debris
- Work within contract specifications.

## **Experienced Bush Regenerator**

### **1. Purpose of Position**

- Provide knowledge, skills, experience and labour in bushland weed control and bush regeneration techniques
- Be an effective team member and assist volunteers and staff to work in accordance with the site plan or as specified by the trainee supervisor and or site supervisor
- Assist in the preparation of reports on daily work activities including time sheets, site conditions, site monitoring and the preparation of species lists. Assist in the preparation of site reports for clients
- Assist in the preparation and maintenance of tools and equipment
- Work in a safe manner and ensure safe work practices by all staff at all times.

### **2. Position Context**

The experienced bush regenerator reports to the site supervisor and or the trainee supervisor.

### **3. Essential Criteria Qualifications and Experience**

#### **Ability to**

- Recognise the majority of locally indigenous and exotic plant species at all life stages and from vegetative parts, and to identify species not recognised (by using botanical keys or some other process)
- Carry out efficient, effective and safe removal of weeds including a range of different plant life forms
- Understand principles of maximising the natural regeneration of bushland, including:
  - strategy of working from areas of higher potential to areas of lower potential;
  - matching the area of primary treatment to both the site's capacity to respond and to the project's follow up resources
  - using minimal intervention required to trigger natural recovery processes
- Indicate, on site, approximate boundaries between regeneration areas and planting areas
- Appreciate the need for commitment to follow up treatments
- Demonstrate a knowledge of the basic techniques of reconstruction
- Knowledge of basic first aid
- Knowledge of OH&S requirements

- Ability to communicate:
  - appropriate information about sites and programs
  - ideas and concepts and recommendations to site supervisor
- Understand the basic ecological principles relating to bushland degradation and its restoration
- Knowledge of fauna issues
- Completed the Bush Regeneration Level II Certificate or equivalent
- A minimum of 1000 hours experience in bush regeneration over a period of at least 6 months
- Must have interest, knowledge and experience in bushland weed control and management and be willing to use herbicide.

#### 4. Key Accountabilities

The experienced bush regenerator is accountable for undertaking the daily field activities as directed by the site supervisor.

##### *Planning, Staffing, General*

- Provide labour, training, technical advice and support to work team and volunteers in accordance with the site plan and company operating plan
- Liaise with the site supervisor to provide input and support on the effectiveness of field operations
- Assist with monitoring and the preparation of site plans
- Ensure all field operations and public contact are undertaken in accordance with relevant legislation, regulations, client and company policies, management strategies and guidelines
- Ensure safe work practices are maintained
- Report all accidents and incidents to the site supervisor as soon as possible.

##### *Administration and Reporting*

- Assist in the preparation of work records when required
- Assist in the development of site plans and species lists.

##### *Staffing and Planning*

- Liaise closely with site supervisor to ensure client contract is fulfilled as required
- Identify and report management issues of concern to the site supervisor
- Ensure all work carried out is of a high standard and complies with relevant legislation, client and company policies and procedures
- Work effectively and co-operatively
- Be on site, on time and work in a timely manner

- Work to company contract hours for starting, finishing and meal break times.

##### *Field Operations*

- Assist in the preparation and maintenance of all tools, equipment and herbicide for each days work and ensure that they are in safe working condition
- Ensure all tools, equipment and herbicide are secured when not in use
- Alert the site supervisor when tools, equipment and herbicide are faulty, running low or needed in a timely manner to ensure their replacement or availability
- Assist in the removal or stockpiling of rubbish and vegetative debris
- Work within contract specifications.

## Trainee Bush Regenerator

### 1. Purpose of Position

Provide labour in bushland weed control and bush regeneration techniques. Experienced bush regenerators provide training and assistance to the trainee.

Be an effective team member and assist volunteers and staff to work in accordance with the site plan or as specified by the site supervisor.

Assist in the preparation of reports on daily work activities including time sheets, site conditions, site monitoring and the preparation of species lists.

Assist in the preparation and maintenance of tools and equipment.

Work in a safe manner and ensure safe work practices by all staff at all times.

### 2. Position Context

The trainee bush regenerator reports to the trainee supervisor and or the site supervisor.

### 3. Essential Criteria

#### *Qualifications and Experience*

- The trainee must be currently undertaking or have completed the Bush Regeneration Level II Certificate or equivalent
- Must have an interest in bushland weed control and management and be willing to use herbicide.

### 4. Key Accountabilities

The trainee bush regenerator is accountable for undertaking the daily field activities as directed by the site supervisor

- Provide labour in accordance with the site plan and company operating plan
- Liaise with the site supervisor to provide input and support on the effectiveness of field operations
- Assist with monitoring and the preparation of site plans.
- Ensure safe work practices are maintained.
- Report all accidents and incidents to the site supervisor as soon as possible.

#### *Administration and Reporting*

- Assist in the preparation of work records when required
- Assist in the development of site plans and species lists.

#### *Staffing and Planning*

- Liaise closely with site supervisor to ensure client contract is fulfilled as required
- Identify and report management issues of concern to the site supervisor
- Ensure all work carried out is of a high standard and complies with relevant legislation, client and company policies and procedures
- Work effectively and co-operatively
- Be on site, on time and work in a timely manner
- Work to company contract hours for starting, finishing and meal break times.

#### *Field Operations*

- Assist in the preparation and maintenance of all tools, equipment and herbicide for each day's work and ensure that they are in safe working condition
- Ensure all tools, equipment and herbicide are secured when not in use
- Alert the site supervisor when tools, equipment and herbicide are faulty, running low or needed in a timely manner to ensure their replacement or availability
- Assist in the removal or stockpiling of rubbish and vegetative debris
- Work within contract specifications.

# Notes



