

Schedule 2.2(a)ii

via email: Schedule 2.2(a)ii

Dear Schedule 2.2(a)ii

FREEDOM OF INFORMATION REQUEST

I refer to your application under section 30 of the *Freedom of Information Act 2016* (the Act), received by Major Projects Canberra (MPC) on 15 September 2023, in which you sought access to:

"I am writing to request under the Freedom of Information Act 2016 Concepts and design drawings, as well as meeting minutes, emails and related correspondence between the ACT Government and any Commonwealth Government department regarding the planned light rail extension to Russell."

Authority

I am an Information Officer appointed by the Chief Projects Officer under section 18 of the Act to deal with access application made under Part 5 of the Act.

Decision on access

Searches were completed for relevant documents and forty five (45) documents were identified that fall within the scope of your request.

I have included as **Attachment A** to this decision the schedule of relevant documents. This provides a description of each document that falls within the scope of your request and the access decision for each of those documents.

My decision in relation to the documents relevant to your request is summarised as follows:

- full release of six (6) documents;
- partial access to thirty five (35) documents;
- Withhold access to four (4) documents

My decision is detailed further in the following statement of reasons.

Statement of Reasons

In making my decision on disclosing government information, I must identify all relevant factors in schedules 1 and 2 of the FOI Act and determine, on balance, where the public interest lies. In reaching my access decision, I have taken the following into account:

Factors favouring disclosure in the public interest (Schedule 2, Section 2.1)

- Section 2.1(a)(i) - promote open discussion of public affairs and enhance the government's accountability; and
- Section 2.1(a)(ii) contribute to positive and informed debate on important issues or matters of public interest.

The release of this information may possibly help to create positive and informed discussions. I consider that disclosing the contents of the information sought could reasonably contribute to discussion of public affairs. I am satisfied that these are relevant considerations favouring disclosure in this case, and in the interests of enhancing open discussion, I afford them significant weight.

Factors favouring non-disclosure (Schedule 1 Information disclosure of which is taken to be contrary to the public interest)

- Section 1.6 Cabinet information;

Multiple documents have been identified as being within the scope of your request, however, these documents contain information that is considered to be contrary to the public interest under section 1.6 of Schedule 1 of the Act. This information is Cabinet information, which is exempt from release. The purpose of Cabinet information being exempt from release is to maintain the confidentiality of the Cabinet process and to uphold the principle of collective ministerial responsibility. This exemption was discussed in *The Commonwealth v Northern Land Council* [1993] HCA 24; (1993) 176 CLR 604 (21 April 1993). Paragraph 6 of the decision, states that:

... it has never been doubted that it is in the public interest that the deliberations of Cabinet should remain confidential in order that the members of Cabinet may exchange differing views and at the same time maintain the principle of collective responsibility for any decision which may be made. “

In reviewing these documents, I note the requirements of schedule 1 section 1.6(2) of the Act which states that the exemption for Cabinet Information does not apply to 'purely factual information' unless the disclosure of the information would involve the disclosure of a deliberation or decision of Cabinet and the fact of the deliberation or decision has not been officially published. In the case of *Parnell & Dreyfus and Attorney-General's Department* [2014] AICmr 71, the Australian Information Commissioner stated that the term 'purely factual material' does not extend to factual material that is an integral part of the deliberative content and purpose of a document or is embedded in or intertwined with the deliberative content in such a manner that it is impractical to separate it from the other content.

Having reviewed the documents, I consider that the purely factual information within the documents identified is an integral part of the deliberative content and as stated by the Commissioner, the analysis and views in the documents would be robbed of their essential meaning without incorporation of this material.

While there has been a period of time since the documents were prepared, the information contained in the papers will be relied on to inform Cabinet of further decisions in relation to the Canberra Light Rail network. It is therefore exempt from release under the Act so as not to prejudice any future Cabinet deliberations.

Factors favouring non-disclosure in the public interest (Schedule 2, Section 2.2)

- Section 2.2(a) (ii) prejudice the protection of an individual's right to privacy or any other right under the Human Rights Act 2004, and

I consider that the protection of an individual's right to privacy, especially in the course of dealings with the ACT Government is a significant factor as the parties involved have provided their personal contact information for the purposes of working with the ACT Government. I have considered this information and in my opinion the protection of individuals' personal details outweighs the benefit which may be derived from releasing them. I note the names and contact details (excluding mobile

phone numbers) of ACT Public Servants are generally provided under the ACT Freedom of Information Act, however the operation of the Federal Freedom of Information Act generally withholds details of non Senior Executive Service employees. I have therefore decided to provide details of ACT Public Service employees but withhold details of non Senior Executive Service Federal Public Servants.

- Section 2.2(a) (iii) prejudice security, law enforcement or public safety;

Some emails contain details of ACT Government IT assets. I have decided to withhold this information to avoid any security risk for those assets. I am satisfied that this withheld information is not directly relevant to your request.

Charges

I have decided to waive any charges in relation to this Freedom of Information application.

Online Publishing – Disclosure Log

Under section 28 of the Act, MPC maintains an official online record of access applications called a disclosure log. Your original access application, my decision and documents released to you in response to your access application will be published in the MPC disclosure log three (3) days after the date of the decision. Your personal contact details will not be published. You may view the MPC disclosure log at <https://www.act.gov.au/majorprojectscanberra>.

Ombudsman Review

My decision on your access request is a reviewable decision as identified in Schedule 3 of the Act. You have the right to seek Ombudsman review of this outcome under section 73 of the Act within 20 working days from the day that my decision is published in the MPC disclosure log, or a longer period allowed by the Ombudsman.

If you wish to request a review of my decision you may write to the Ombudsman at:

The ACT Ombudsman
GPO Box 442
CANBERRA ACT 2601
Via email: actfoi@ombudsman.gov.au

ACT Civil and Administrative Tribunal (ACAT) Review

Under section 84 of the Act, if a decision is made under section 82(1) on an Ombudsman review, you may apply to ACAT for review of the Ombudsman decision. Further information may be obtained from the ACAT at:

ACT Civil and Administrative Tribunal
Level 4, 1 Moore Street
GPO Box 370
CANBERRA CITY ACT 2601
Telephone: (02) 6207 1740
<http://www.acat.act.gov.au>

Should you have any queries in relation to your request, please contact me by telephone on (02) 6205 5288 or email MPCFOI@act.gov.au.

Yours sincerely,

Schedule 2.2(a)ii

Kylie Bailey
Information Officer
Major Project Canberra
28 November 2023

FREEDOM OF INFORMATION REQUEST SCHEDULE

Please be aware that under the *Freedom of Information Act 2016*, some of the information provided to you will be released to the public through the ACT Government's Open Access Scheme. The Open Access release status column of the table below indicates what documents are intended for release online through open access.

Personal information or business affairs information will not be made available under this policy. If you think the content of your request would contain such information, please inform the contact officer immediately.

Information about what is published on open access is available online at: <https://www.act.gov.au/majorprojectscanberra/home>

FOI Reference Number		Request Details				
MPCFOI2023/07		<i>I am writing to request under the Freedom of Information Act 2016 concepts and design drawings, as well as meeting minutes, emails and related correspondence between the ACT Government and any Commonwealth Government department regarding the planned light rail extension to Russell.</i>				
Ref No.	No. of Folios	Description	Date	Status	Reason for non-release or partial release	Open Access release status
1.	-	Russel Utilities Definition Design	Undated	Withheld	Schedule 1.6 Cabinet Information	N
2.	-	Capital Metro - Canberra's Light Rail Russell Extension Volume 1 Pre-Feasibility Design Report	18/08/2014	Withheld	Schedule 1.6 Cabinet Information	N
3.	-	Capital Metro - Canberra's Light Rail Russell Extension Volume 2 Pre-Feasibility Design Report	18/08/2014	Withheld	Schedule 1.6 Cabinet Information	N
4.	-	Capital Metro - Canberra's Light Rail Russell Extension Volume 3 Pre-Feasibility Design Report	18/08/2014	Withheld	Schedule 1.6 Cabinet Information	N
5.	1	Correspondence Canberra Metro Agency to National Capital Authority	16/12/2014	Partial	Schedule 2.2(a)ii Personal Privacy	Y

6.	2-3	Correspondence National Capital Authority to Canberra Metro Agency	18/12/2014	Partial	Schedule 2.2(a)ii Personal Privacy	Y
7.	4-6	Email correspondence Canberra Metro Agency and Department of Defence	01/04/2015 – 24/04/2015	Partial	Schedule 2.2(a)ii Personal Privacy	Y
8.	7-8	Correspondence Canberra Metro Agency to National Capital Authority	05/06/2015	Partial	Schedule 2.2(a)ii Personal Privacy	Y
9.	9	Correspondence National Capital Authority to Canberra Metro Agency	11/06/2015	Partial	Schedule 2.2(a)ii Personal Privacy	Y
10.	10-12	Correspondence Canberra Metro Agency to National Capital Authority	30/06/2015	Partial	Schedule 2.2(a)ii Personal Privacy	Y
11.	13	Correspondence Canberra Metro Agency to National Capital Authority	21/07/2015	Partial	Schedule 2.2(a)ii Personal Privacy	Y
12.	14-15	Email correspondence Canberra Metro Agency and Department of Defence	20/07/2015-22/07/2015	Partial	Schedule 2.2(a)ii Personal Privacy	Y
13.	16-17	Email correspondence Canberra Metro Agency to National Capital Authority	24/07/2015	Partial	Schedule 2.2(a)ii Personal Privacy	Y
14.	18-19	Email correspondence Canberra Metro Agency and Department of Defence	20/07/2015-27/07/2015	Partial	Schedule 2.2(a)ii Personal Privacy	Y
15.	20	Email correspondence Canberra Metro Agency to National Capital Authority	29/07/2015	Partial	Schedule 2.2(a)ii Personal Privacy	Y
16.	21	Route Plan – Ben Chifley Building	30/07/2015	Partial	Schedule 2.2(a)ii Personal Privacy	Y
17.	22-23	Correspondence Department of Finance to Canberra Metro Agency	30/07/2015	Partial	Schedule 2.2(a)ii Personal Privacy	Y
18.	24-	Email correspondence Canberra Metro Agency to National Capital Authority	29/07/2015 - 30/07/2015	Partial	Schedule 2.2(a)ii Personal Privacy	Y

19.	25	Further Route Plan – Ben Chifley Building	31/07/2015	Partial	Schedule 2.2(a)ii Personal Privacy	Y
20.	26-27	Email correspondence Canberra Metro Agency and Department of Defence	31/07/2015	Partial	Schedule 2.2(a)ii Personal Privacy & Schedule 2.2(a)iii Prejudice security, law enforcement or public safety	Y
21.	28-29	Email correspondence Canberra Metro Agency and Department of Defence	31/07/2015	Partial	Schedule 2.2(a)ii Personal Privacy & Schedule 2.2(a)iii Prejudice security, law enforcement or public safety	Y
22.	30	Landscape / Urban Design Stop Plan Russell Terminus	03/08/2015	Partial	Schedule 2.2(a)ii Personal Privacy	Y
23.	31 – 33	Email correspondence Canberra Metro Agency and Department of Defence	31/07/2015 – 03/08/2015	Partial	Schedule 2.2(a)ii Personal Privacy & Schedule 2.2(a)iii Prejudice security, law enforcement or public safety	Y
24.	34-40	Concept Plans	05/08/2015	Partial	Schedule 2.2(a)ii Personal Privacy & Schedule 2.2(a)iii Prejudice security, law enforcement or public safety	Y
25.	41	Email correspondence Canberra Metro Agency to National Capital Authority	10/08/2015 – 12/08/2015	Partial	Schedule 2.2(a)ii Personal Privacy	Y
26.	42	Email correspondence Canberra Metro Agency to National Capital Authority	14/08/2015	Partial	Schedule 2.2(a)ii Personal Privacy	Y
27.	43	Custodianship Map	14/08/2015	Partial	Schedule 2.2(a)ii Personal Privacy	Y
28.	44	Custodianship Map	14/08/2015	Partial	Schedule 2.2(a)ii Personal Privacy	Y
29.	45-46	Email correspondence Canberra Metro	19/08/2015 – 20/08/2015	Partial	Schedule 2.2(a)ii Personal Privacy	Y

		Agency to National Capital Authority				
30.	47-48	Email correspondence Canberra Metro Agency to National Capital Authority	27/08/2015 – 8/09/2015	Partial	Schedule 2.2(a)ii Personal Privacy	Y
31.	49-87	National Capital Authority Specification Open Space Maintenance of National Land	Undated – attached to email 08/09/2015	Full		Y
32.	88 – 104	National Capital Authority Management of Maintenance of Infrastructure on National Land Schedule 3 Statement of Requirements	Undated – attached to email 08/09/2015	Full		Y
33.	105	Correspondence National Capital Authority to Canberra Metro Agency	24/11/2015	Partial	Schedule 2.2(a)ii Personal Privacy	Y
34.	106 -107	Correspondence Chief Minister Andrew Barr to Prime Minister the Honorable Malcolm Turnbull PM	26/11/2015	Full		Y
35.	108	Email correspondence Canberra Metro Agency to National Capital Authority	07/12/2015	Partial	Schedule 2.2(a)ii Personal Privacy	Y
36.	109-119	CAPITAL METRO Canberra's Light Rail Project Russell Extension Delivery and Operational phase areas plan	12/08/2015 – attached to email 07/12/2015	Partial	Schedule 2.2(a)ii Personal Privacy	Y
37.	120	Correspondence Canberra Metro Agency to National Capital Authority	09/12/2015	Partial	Schedule 2.2(a)ii Personal Privacy	Y
38.	121-126	Email correspondence Canberra Metro Agency to Department of Finance	13/01/2016	Partial	Schedule 2.2(a)ii Personal Privacy & Out of Scope Information	Y
39.	127	Car Park Plans	Undated attached to email of 13/01/2016	Full		Y

40.	128	Email correspondence Canberra Metro Agency to National Capital Authority	18/01/2016	Partial	Schedule 2.2(a)ii Personal Privacy	Y
41.	129	Correspondence Canberra Metro Agency to National Capital Authority	01/03/2016	Partial	Schedule 2.2(a)ii Personal Privacy	Y
42.	130-136	Draft Statement of Principles: Russell Extension Option	01/03/2016	Full		Y
43.	137	Correspondence Canberra Metro Agency to National Capital Authority	09/03/2016	Partial	Schedule 2.2(a)ii Personal Privacy	Y
44.	138 – 143	Correspondence Canberra Metro Agency to National Capital Authority to Department of Environment	21/03/2016	Partial	Schedule 2.2(a)ii Personal Privacy	Y
45.	143-145	Possible route plans	Undated	Full		Y
Total Number of Documents Released						
41						



Mr Malcolm Snow
 Chief Executive
 National Capital Authority
 Treasury Building
 King Edward Terrace
 PARKES ACT 2600
 By email: Malcolm.Snow@natcap.gov.au

Dear Malcolm

Potential Extension of Capital Metro to Russell

As you are aware, the ACT Government has requested Capital Metro consider an extension of the initial Gungahlin to City alignment to continue to Russell, via Constitution Avenue. Consideration of preliminary information has highlighted three potential routes through the City area:

- Vernon Circle – a route extending south from the existing terminus to Vernon Circle, across City Hill and then southeast on Constitution Avenue.
- London Circuit – a route extending south from the existing terminus to London Circuit, then heading east on London Circuit (south of the Sydney Building) within the road reserve to Constitution Avenue and then southeast on Constitution Avenue.
- City Walk – a route extending east on Alinga Street (north of the Sydney Building) and continuing through City Walk and Allara Street to Constitution Avenue and then southeast on Constitution Avenue.

CMA is seeking your consideration on the National Capital Authority's preferences and concerns for this potential extension. I would appreciate it if could please provide initial guidance by 19 December 2014 to allow further development of this concept.

If you require any additional information or wish to discuss these matters further please do not hesitate to contact me.

Yours Sincerely

Schedule 2.2(a)ii

Emma Thomas
 Director General & Project Director

16 December 2014





Australian Government
National Capital Authority

Reference: 217236

Ms Emma Thomas
Project Director
GPO Box 158
Canberra 2601

By Email: emma.thomas@act.gov.au

Dear Emma

Potential Extension of Capital Metro to Russell

Thank you for your letter of 16 December 2014 seeking the National Capital Authority's (NCA) views on a possible extension of the Capital Metro route to Russell, via Constitution Avenue.

We strongly support a London Circuit route through the city centre. This alignment offers a number of clear advantages over the other two route options being considered. In summary, our comments regarding the options are as follows:

- 1) The work previously presented to the NCA by the CMA's consultants indicated that the likely earthworks required to achieve a Vernon Circle alignment would significantly compromise the design quality and character of City Hill. City Hill, as you would appreciate, is an integral topographic feature of the Central National Area that establishes and defines Griffin's National Triangle. Any modification to the landform of City Hill would, in our view, have potentially adverse impacts on this nationally significant site and possibly be inconsistent with heritage values.
- 2) A Vernon Circle alignment may compromise the safe and efficient flow of pedestrians and vehicles around City Hill particularly at the future Constitution Avenue intersection.
- 3) A City Walk route may compromise future public realm improvements including the possible re-introduction of vehicles in shared use zones to address place activation issues in Civic. Overhead wires and their support poles in such an enclosed space would also contribute to visual 'clutter' and could result in the removal of mature Plane trees which are integral to the City Centre's landscape structure.
- 4) The urban scale, connectivity and circular form of London Circuit within the broader circulation network of the city centre, would make it an attractive route extension for a light rail system as it would efficiently service other key precincts (such as Acton) and institutions (such as ANU).

The London Circuit road reservation is adjacent to, but not designated land and as such any new works would therefore not be subject to NCA approval. However, we would request given the scale and importance of London Circuit that if it was the preferred route the NCA would be consulted on conceptual planning and design aspects.

In relation to the Constitution Avenue section of any extension of light rail to Russell, it should be noted that the current upgrading works have taken into account the opportunity for the integration

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ABN 75 149 374 427

of light rail infrastructure. Notwithstanding this, if a Constitution Avenue extension was undertaken the design would need to ensure tender information included guidance on the conditions along Constitution Avenue and the consequential modifications that would be required to the current Constitution Avenue upgrade project. As advised in our letter of 3 November to Stephen Allday, the NCA would not support overhead cables and poles along Constitution Avenue as it is within the National Triangle.

Thank you for the opportunity to comment on this proposal. The NCA would welcome being involved in any further discussions related to this proposal should it gain support and be the subject of further conceptual development.

Yours Sincerely

Malcolm Snow
Chief Executive

18 December 2014

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ABN 75 149 374 427

Rogers, Paul

From: [REDACTED]
Sent: Friday, 24 April 2015 5:10 PM
To: Rogers, Paul
Subject: RE: Russell Extension Alignment [SEC=UNCLASSIFIED]

UNCLASSIFIED

Paul,

Mark and his team have been reviewing drawings and engaging with stakeholders to identify any potential services not contained in pits already identified by you and your process.

Based on our review of the drawings that were provided on the proposed Russell extension alignment the only Defence infrastructure that I am aware of that feeds into Russell, either crossing or running parallel to Russell Drive, are a main water supply that feeds into Russell around the front American Eagle memorial area this is managed by the ACTEW and we have been unable to retrieve any specific plans.

In respect to data infrastructure around the Russell area there are conduits that run across Russell drive that are used for connectivity to other sites within the Barton area through the utilisation of Telstra pits and are located within the vicinity of the proposed stop point of the alignment. We believe that these have been appropriately identified but cannot provide at this point a 100% guarantee.

It may be advantageous for you to indicate that disused lines may still be interred in old pits and pipes that are unmapped, these assets may be uncovered in the course of any works or scoping for works and will have to be managed by exception.

I will continue to seek information regarding data infrastructure around the Russell area and provide this as it comes to hand if the Russell extension alignment is progressed.

I will also remain your POC for any further information that the project may require in the future.

cheers

Schedule 2.2(a)(ii)

Schedule 2.2(a)(ii) Defence Support & Reform Group

Director

Estate and Facilities Services

Defence Support Operations Southern NSW

Location: Schedule 2.2(a)(ii)

Desk: Schedule 2.2(a)(ii)

Mobile:

Email: Schedule 2.2(a)(ii)

Web: [Defence Support - Southern New South Wales](#)

From: Rogers, Paul [mailto:Paul.Rogers@act.gov.au]

Sent: Wednesday, 15 April 2015 17:39

To: Schedule 2.2(a)(ii)

Subject: RE: Russell Extension Alignment

Schedule 2.2(a)(ii)

How are you guys progressing with the defence clashes?

Regards
Paul

From: Rogers, Paul

Sent: Wednesday, 1 April 2015 10:11 AM

To: Schedule 2.2(a)(ii)

Cc: Schedule 2.2(a)(ii) Michael Marr

Subject: Russell Extension Alignment

Schedule 2.2(a)(ii)

Thanks for meeting with Capital Metro today.
Please find attached the Russell extension alignment as discussed.

Kind Regards

Paul Rogers

Utilities & Technical Stakeholder Interface Manager


ACT Government | CapitalMetro

paul.rogers@act.gov.au

Schedule 2.2(a)

Telstra House, 490 Northbourne Avenue, Dickson, ACT 2602

www.capitalmetro.act.gov.au

 Please consider the environment before printing this e-mail.

This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.

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Capital
Metro

Malcolm Snow
Chief Executive
National Capital Authority
Treasury Building
King Edward Terrace
PARKES ACT 2600

Dear Malcolm

In response to your letter of 29 May 2015 regarding the Civic to Russell Extension (Ref: 2380002), and following our meeting on Tuesday 2 June, I can confirm that the following changes to the design requirements have been considered by CMA.

- The right hand lanes (North and South bound) at the intersection of Northbourne Avenue and London Circuit will be removed and CMA and TAMS will further consider removing right hand turns at that intersection;
- The modelling required for the above to occur is being carried out, and first runs show that the outputs would be acceptable. The Capital Metro Agency (CMA) are working with the Territory and Municipal Services Directorate (TAMS) in this regard and hope to soon reach an agreement on this proposal;
- An assessment has been made of the right hand turn off London Circuit onto Constitution Avenue to reduce the two lanes to one and early indications are positive. This being the case, the parking spaces discussed can be reinstated on Constitution Avenue;
- On the basis that the “casual crossings” on Constitution Avenue can be removed, then the tree spacing can revert to 12 metres, enhanced with the hedge / fence between the trees as discussed;
- At the intersections there will need to be a 31.5 metres set back to the first tree on Constitution Avenue, however the gap will be filled with the continuation of the hedge / fence (which will be frangible).

Although the design drawings (which are released to bidders as ‘information only’ documents) will not be changed in time for the release of the RFP Addendum to include the Russell extension, the above changes are reflected in the Scope Performance Requirements (SPRs). The SPR’s are attached to this letter in draft format and released to the National Capital Authority (NCA) for review and comment. Given strict probity requirements for the project, we ask that you treat these documents with appropriate security.

Additionally, I extend an invitation to the NCA to be in attendance when presentations are being made to the respondents on 16 and 17 June 2015 at the CMA Offices.

In respect to the licensing issues, CMA have had initial discussions with the NCA on this matter and are intending further meetings in the week commencing 8 June 2015, including both Finance and Defence. I seek further support from NCA to hold senior level meetings to assist in resolution of this issue. Noting the concern expressed in your letter, I seek your concurrence that these meetings can occur post release of RFP documents with a view to resolving before bids are due back in to CMA in early September 2015.

Could you please provide a written response to confirm the acceptability to the NCA of the approach outlined in this letter? CMA look forward to continuing a constructive relationship with the NCA in progressing our project.

Yours sincerely

Schedule 2.2(a)ii

Emma Thomas
Project Director
Capital Metro Agency
5 June 2015





Australian Government
National Capital Authority

Reference: 239680

Ms Emma Thomas
Project Director
Capital Metro
GPO Box 158
Canberra ACT 2601

Dear Ms Thomas

Capital Metro: Civic to Russell Extension

Thank you for your letter of 5 June 2015 regarding the Civic to Russell Extension and to an attachment which set out revisions to the draft Scope Performance Requirements (SPRs).

We have reviewed the changes to the design strategy proposed by Capital Metro and can advise that the National Capital Authority (NCA):

- supports the deletion of the proposed right turn lanes (North and South bound) at the intersection of London Circuit and Northbourne Ave. The NCA considers that the area between Sydney and Melbourne buildings provides an opportunity to revitalise the degraded streetscape and create a high quality urban realm, appropriate to the role as the major approach route to the Central National Area.
- supports the reinstatement of all the car parks proposed for Constitution Ave. The provision of on-street car parks is essential to maintaining the vibrancy of the Constitution Ave precinct.
- supports the reinstatement of the original tree spacing and the removal of 'casual crossings' on Constitution Ave, noting that at intersections the trees planted in the median will commence 31.5m from the intersection
- understands that measures, such as a fence in the median, are an essential part of ensuring the safety of pedestrians and light rail patrons. The NCA will require that these measures are sensitively integrated into the overall design character and landscape strategy for Constitution Avenue.

Overall, the revised approach satisfies many of the stated concerns of the NCA and forms a solid basis for further design development of the proposal during the interactive design sessions to come. We look forward to working with CMA to facilitate the project.

Yours Sincerely

Malcolm Snow
Chief Executive
11 June 2015

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Capital
Metro

Malcolm Snow
Chief Executive
National Capital Authority
Treasury Building
King Edward Terrace
PARKES ACT 2600

Dear Malcolm

Re: Russell Extension Alignment

Thankyou for meeting with myself and Tooev Elliott (from Department of Finance) on 17 June 2015.

As discussed at our meeting, I write to confirm the position agreed with both the Department of Finance (Finance) and with the National Capital Authority (NCA) with respect to the light rail alignment at Russell.

CMA understands that the NCA will allow the light rail alignment to follow the existing Russell Drive road reservation from Blamey Crescent to the Russell terminus and that this alignment is supported by Finance. CMA requests confirmation of any action required in terms of amendment to the National Capital Plan or Russell Master Plan.

Since the meeting on the 17 June 2015, CMA has undertaken a review of the alignment following the Russell Drive road reservation and there are two matters that we wish to bring to your attention. These are summarised below and were discussed at the follow up meeting between CMA and the NCA held on the 24 June 2015.

1. Land Boundary Adjustments

It is likely that there will still be some encroachment into adjacent Finance and Defence owned land. This happens in the following circumstances or combination thereof:

- where an adjacent vehicular carriageway is introduced to either side of the light rail reservation;

- where the verges need to be widened to allow for tree planting, either as part of the light rail works or in the future; and
- where a stop might be required for wire free charging purposes.

The encroachment identified above affects the boundaries of the adjoining blocks and does not dissect Block 4 Section 80 Russell as previously (where it followed the Russell Masterpan).

2. Intersection of Constitution Avenue / Blamey Crescent

CMA has carried out a first review of the likely arrangement of the intersection at Constitution Avenue and Blamey Crescent, with the light rail following the Russell Drive road reservation.

As discussed at the meeting on 24 June 2015, one of the key considerations is whether a road connection is included parallel to the light rail alignment and through the intersection to Constitution Avenue and Blamey Crescent.

To this extent, CMA requests NCA confirmation of its requirements for the current and future road usage along Russell Drive and Blamey Crescent once it is connected to Parkes Way and planning for development and to service existing and future blocks in this area. CMA understand that the NCA will undertake a master planning study including a potential future development scenario, block and internal road layout and a transport assessment based on the land developed to capacity.

CMA’s initial review is that the operation and safety of this intersection is improved appreciably if the permitted number of traffic movements is reduced. The above master planning study and traffic assessment should clarify if any traffic movements can be removed.

Notwithstanding the above, as a result of the meeting on 24 June 1015, I understand the following key actions were agreed (minutes circulated separately):

1. CMA to prepare two further alignment options that consider the proximity of the light rail reservation to the Department of Defence and Finance owned blocks.
2. NCA to complete the transport assessment and master planning exercise for the Russell precinct to arrive at a decision on whether the light rail reservation should include the road connections as well.
3. CMA to organise a meeting with the Department of Defence to discuss the proximity of the light rail alignment to their block.
4. CMA to have a follow up discussion with NCA on the implications of not following the Russell Master Plan and how to manage a possible National Capital Plan amendment.



I appreciate and thank you for your continued assistance with these matters and look forward to your earliest response on the points requiring confirmation.

Yours sincerely

Schedule 2.2(a)ii

Emma Thomas
Project Director
Capital Metro Agency
30 June 2015





Capital Metro

Mr Malcolm Snow
Chief Executive Officer
National Capital Authority
GPO Box 373
Canberra ACT 2601

CC: Tooley Elliott
A/g First Assistant Secretary
Department of Finance
John Gorton Building
King Edward Terrace
PARKES ACT 2600

Dear Mr Snow,

Further to discussions held between the Capital Metro Agency (CMA), National Capital Authority (NCA) and the Department of Finance on 17 June 2015, CMA is seeking the following formal clarifications:

That Block 4, Section 80, Russell may be made available as a construction compound for the Delivery Phase of the Capital Metro Project-Russell Extension.

What conditions of occupancy does the NCA envisage during the Delivery Phase period?

CMA requires this clarification be forwarded to shortlisted respondents to ensure there is no ambiguity in preparation of their submissions. Your response at your earliest convenience would be appreciated.

Should you require further information, please contact Mr Stephen Allday on 6205 2754 (BH) or Schedule 2.2(a)ii (mobile).

Yours sincerely,

Schedule 2.2(a)ii

Emma Thomas
Director General/Project Director
Capital Metro Agency

21 July 2015



Out of Scope

-----Original Message-----

From: Allday, Stephen
 Sent: Wednesday, 22 July 2015 7:29 AM
 To: Schedule 2.2(a)ii
 Cc: Schedule 2.2(a)ii
 Subject: RE: Russell Alignment - DoD [SEC=UNCLASSIFIED]

Hi Schedule 2.2(a)

Thanks for the confirmation, it is appreciated and the requirements I can confirm have been passed to the respondent tendering parties.

I appreciate you highlighting the issue of the stamps on the documents. If you could keep them secure it would be helpful, in the meantime I will endeavour to send you new documents with the stamps removed.

Again, thanking you for all your help and assistance both now and in the future.

Best regards
 Steve

-----Original Message-----

From: Schedule 2.2(a)ii
 Sent: Tuesday, 21 July 2015 4:36 PM
 To: Allday, Stephen
 Cc: Schedule 2.2(a)ii
 Subject: RE: Russell Alignment - DoD [SEC=UNCLASSIFIED]

UNCLASSIFIED

Thank you Steve, I can confirm that the information you've provided is correct and will comply with Defence's security notification requirements.

In terms of the maps, are they classified or caveated on a need to know basis. I ask as I note the 'Cabinet in Confidence' classification.

Thanks

Schedule 2.2(a)ii

 Base Support Manager - Russell Precinct & Anzac Park West Base Support Defence Support SNSW

Phone : Schedule 2.2(a)ii
 Mobile : Schedule 2.2(a)ii
 Mail Schedule 2.2(a)ii Russell Offices, Canberra ACT 2600

Visit the Base Support Russell & APW Intranet Site @ <http://intranet.defence.gov.au/dsg/sites/RussellOffices/>

-----Original Message-----

From: Allday, Stephen [<mailto:Stephen.Allday@act.gov.au>]

Sent: Monday, 20 July 2015 14:01

To: Schedule 2.2(a)ii

Cc: Schedule 2.2(a)ii

Subject: Russell Alignment - DoD

Importance: High

Hi Schedule 2.2(a)

Following on from our conversation on Friday in respect to the proposed survey works that have been requested by the tendering entities for the Canberra Light Rail Project, I attach to this email maps of the areas being proposed to carry out the works, along with more details to help assist their approval.

The types of survey being required are;

- 1) Topographic (this is non-intrusive and are seeking to look at land levels, gradients etc)
- 2) Geotechnical / Contamination (this is more intrusive and would require pot holes being made, after which they will be made good)

The intrusive surveys will require NCA Works Approval (WA) and managed through that process. Once WA has been obtained then this will be passed to yourself for access approval in the same manner as the non-intrusive surveys.

It is our understanding that one of the tendering parties wishes to carry out the non-intrusive surveys as a matter of urgency, as such we have requested of them to provide the names of the individuals proposed to do the work and an approximate programme to carry this out. As soon as we have received this we will forward this to you. As part of their requirements we have advised that they;

- 1) Provide the names of the individuals intended to be on site
- 2) Those individuals carry identity to verify themselves
- 3) They provide a programme of dates when they intend to be on site (it may well be the end of this week)

We understand that this information will be forwarded by yourselves to the AFP, and we have advised the tendering entity that they may well be subjected to checking / verification questioning.

Hoping the above meets with your requirements and thanking you in advance for your assistance on this matter.

Very Best regards
Steve

Steve Allday | Executive Director, Procurement and Delivery

T 02 6205 2754 | E Stephen.Allday@act.gov.au GPO Box 158, Canberra ACT 2601
www.capitalmetro.act.gov.au

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From: [Andrew Smith](#)
To: [Anderson, Steve](#)
Cc: [Malcolm Snow](#); [Thomas, Emma](#); [Allday, Stephen](#)
Subject: RE: RUSSELL Options
Date: Friday, 24 July 2015 11:18:55 AM

Hi Steve

We support these design drawings being issued to tenderers.


As you note, the final detail alignment and establishment of a road / rail reserve will have to be agreed with a of Commonwealth Agencies including Finance and Defence.

Regards

Andrew Smith | Chief Planner

National Capital Authority

 (02) 6271 2806

National Capital Authority | Treasury Building, King Edward Terrace, PARKES ACT 2600
GPO Box 373, CANBERRA ACT 2601 |  www.nationalcapital.gov.au | Twitter: @NCA_Media

 Please consider our environmental footprint before printing this e-mail

From: Anderson, Steve [mailto:Steve.Anderson@act.gov.au]
Sent: Friday, 24 July 2015 9:09 AM
To: Andrew Smith
Cc: Malcolm Snow; Thomas, Emma; Allday, Stephen
Subject: FW: RUSSELL Options

Andrew,

Please find attached the revised layouts for the Russell Terminus section which will be uploaded hopefully by COB today.

Not the overlay land requirements copy , only the clean road rail overlay will be uploaded.

These plans have been developed as agreed through our last couple of meetings

You will note we will be qualifying the sketches to take into account your suggestions on the alternate possibilities for the bus interface.

the proposed bus interchange location is indicative only and bidders may bid back on alternate locations which are considered to provide greater operational efficiencies.

Additionally fyi Hassell are moving forward on the Urban design requirements and once I have timeframes for delivery I shall provide to you.

This will then allow us to coordinate a meeting for Emma and Malcolm with Finance.

Could you please provide a no objections in principle to the layouts obviously pending final agreements with DoD and Finance.

Thanks again for you input.

Steve A2

Steve Anderson

Director, Planning and Design



M **Schedule 2.2(a)(i)**

T 6205 4091 | E Steve.Anderson@act.gov.au

GPO Box 158, Canberra ACT 2601

www.capitalmetro.act.gov.au



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From: [Allday, Stephen](#)
To: [Schedule 2.2\(a\)ii](#)
Cc: [Schedule 2.2\(a\)ii](#)
Subject: RE: Russell Alignment - DoD [SEC=UNCLASSIFIED]
Date: Monday, 27 July 2015 4:50:20 PM

Hi [Schedule 2.2\(a\)ii](#)

Genuinely appreciated thank you.

Best Regards
 Steve

From: [Schedule 2.2\(a\)ii](#)
Sent: Monday, 27 July 2015 4:39 PM
To: Allday, Stephen
Cc: [Schedule 2.2\(a\)ii](#)
Subject: RE: Russell Alignment - DoD [SEC=UNCLASSIFIED]

UNCLASSIFIED

Good afternoon Steve,

From the Department of Defence's perspective, surveying within the Russell Precinct is approved, though the preference is not to take photos of the Defence buildings. If this is unavoidable, please note the following caveats:

- avoid close ups of building (consider long distance shots)
- photos must not show any security measures in place i.e access control points, CCTV, etc.
- photos must be vetted by Defence Base Support (my office) each day.




The AFP will be informed of the activity. If the surveyors are challenged by Defence personnel, refer them to myself. It is recommended that the surveyors carry a copy of this email.

If you have any questions or issues, please don't hesitate to contact me.

Thanks

[Schedule 2.2\(a\)ii](#) | Base Support Manager | Russell Precinct & APW
 Department of Defence | Estate & Infrastructure Group | Defence Support SNSW

Base Support

 [Schedule 2.2\(a\)ii](#)  [Base Link](#)
 [Schedule 2.2\(a\)ii](#) Russell Offices, Canberra ACT 2600

-----Original Message-----

From: Allday, Stephen [<mailto:Stephen.Allday@act.gov.au>]
Sent: Monday, 20 July 2015 14:01
To: [Schedule 2.2\(a\)ii](#)
Cc: [Schedule 2.2\(a\)ii](#)
Subject: Russell Alignment - DoD
Importance: High

Hi [Schedule 2.2\(a\)ii](#)

Following on from our conversation on Friday in respect to the proposed survey works that have been requested by the tendering entities for the Canberra Light Rail Project, I attach to this email maps of the areas being proposed to carry out the works, along with more details to help assist their approval.

The types of survey being required are;

- 1) Topographic (this is non-intrusive and are seeking to look at land levels, gradients etc)
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Hoping the above meets with your requirements and thanking you in advance for your assistance on this matter.

Very Best regards
Steve

Steve Allday | Executive Director, Procurement and Delivery

T 02 6205 2754 | E Stephen.Allday@act.gov.au GPO Box 158, Canberra ACT 2601
www.capitalmetro.act.gov.au

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From: [Anderson, Steve](#)
To: [Andrew Smith](#); Helen.Badger@natcap.gov.au
Cc: [Allday, Stephen](#); [Giudice, Katrina](#); [Kendal, James](#)
Subject: FW: NCA - CMA Meeting 28/07/2015 Outcomes
Date: Wednesday, 29 July 2015 12:08:00 PM

Andrew, Helen,

Thanks again for your input to [yesterdays](#) session. I did not capture everyone else's names so would appreciate you forwarding as necessary.

I have put together some issues for clarification by both parties prior to convening another meeting, hopefully mid to late next week, to table outcomes.

Should you wish to identify any other issues we need to investigate it would be good if we could get your feedback within the next couple of days.

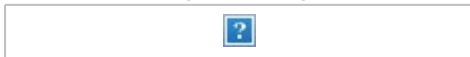
- CMA check on working hours requirements, approvals etc
- CMA to provide asset owners rights and obligations wrt inspection, approval regimes.
- CMA to provide clarity on Delivery Phase Area, [Delivery Phase](#) Licence Area and PC obligations – rights of inspection, liabilities and insurances.
- NCA (AS) to advise CMA on release of future planning information to respondents.
- NCA (HB) to collate maintenance activity requirements and check on the implications of PC occupancy on current maintenance contracts.
- CMA to issue information prior to next meeting subject to Project Director's approval.
- CMA to organise next meeting.

Regards

Steve A2

Steve Anderson

Director, Planning and Design



M [Schedule 2.2\(a\)](#)

T 6205 4091 | E Steve.Anderson@act.gov.au

GPO Box 158, Canberra ACT 2601

www.capitalmetro.act.gov.au



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ADJOINS DRG No. CLR-LLU-DRG-1107

ADJOINS DRG No. CLR-LLU-DRG-1109

From the City Centre

To Russell

Reflect to capture NCA "ENTRY STATEMENT"

IMPACT TO EXISTING VERGE TREES SUBJECT TO ARBORIST REVIEW

REINSTATE EXISTING FOOTPATH

TIE IN AND MAKE GOOD WITH EXISTING FOOTPATH

NEW TREE PLANTING ALONG EDGE OF SHARED PATH
NEW SIGNAL CROSSING

PROVISION FOR FUTURE TREES BY OTHERS

NEW SHARED PATH

CONSTITUTION AVENUE

SWALE

PARKLAND

PLAZA

RUSSELL DRIVE

TIE INTO EXISTING PATH AND MAKE GOOD

PROVISION FOR FUTURE PATH BY OTHERS

INDICATIVE STOP (ONLY IF REQUIRED FOR WIRE-FREE OPERATION)

PROVISION FOR FUTURE FOOTPATH AND TREE PLANTING

TIE IN AND MAKE GOOD WITH ADJACENT SURFACES

BEN CHIFLEY BUILDING

NOTE

1. FOR GENERAL LEGEND, REFER DRG No. CLR-LGN-DRG-1020
2. IMPACTS TO EXISTING TREES TO BE ASSESSED DURING DETAILED DESIGN STAGES ONCE DETAILED SURVEY INFORMATION IS RECEIVED
3. ALL NEW KERBS TO BE CONSTRUCTED EAST OF ANZAC PARADE ALONG CONSTITUTION AVENUE TO BE BLUE STONE KERBS TO MATCH UPGRADE WORKS.

Scale 1:500 / 1:1000

Issue	Date	By	Chk'd	App'd

P03	28/07/15	Schedule 2.2(a)ii	Revised Issue for Definition Design
P02	12/06/15	Schedule 2.2(a)ii	Revised Issue for Definition Design
P01	15/05/15	Schedule 2.2(a)ii	Issued for Definition Design

ARUP
HASSELL

Capital Metro
ACT Government

Job Title
Capital Metro Project
Civic to Russell

Landscape / Urban Design
Public Domain - Plan
Sheet 8 of 10

Scale of A1	1:500m
Discipline	Landscape
Job No	235067
Drawing Stage	Definition Design
Drawing No	CLR-LLU-DRG-1108
Issue	P03



Australian Government
Department of Finance

Reference: DPG15/00208
Contact: Julie Kenneally
Telephone: (02) 6215 2098
e-mail: julie.kenneally@finance.gov.au

Ms Emma Thomas
Director General/Project Director
Capital Metro Agency
GPO Box 158
CANBERRA ACT 2601

Dear Ms Thomas

Capital Metro Project – Russell Extension

I refer to your letter of 21 July 2015 to the Chief Executive Officer of the National Capital Authority (NCA) Mr Malcolm Snow (copied to me) and to the 17 June 2015 meeting between the Department of Finance (Finance), the NCA and the Capital Metro Agency (CMA). The purpose of that meeting was to discuss the Capital Metro Project Russell Extension (the Project).

Your letter seeks Mr Snow's formal clarification that Block 4 Section 80 Russell (the Site) may be made available as a construction compound for the delivery phase of the Project. This matter was discussed at our meeting on 17 June 2015 and it was noted that the Site is National Land managed by Finance.

The Site has recently been used as a compound for construction of a major Commonwealth office building. During the discussion on 17 June 2015, Finance indicated that, once the current tenant vacates, Finance's preference is to explore other potential uses for the Site which would have a higher priority for the Commonwealth.

Finance also suggested that the CMA explore using Block 3 Section 117 Campbell (bounded by Constitution Avenue, Blamey Crescent and Borella Street) as a possible alternative location for the Project's construction compound. That area is National Land managed by the Department of Defence (Defence). The CMA would need to consult with Defence regarding the use of that land.

I understand that the use of the Site by the CMA was initially raised with Finance at a meeting between CMA, NCA and Finance officers on 2 June 2015. During that meeting Finance officials sought further information from the CMA on a range of matters, including: the use of the Site as a temporary construction compound; the impact of the route proposed for the Russell extension on Finance land; and options for alternative route alignments through the Russell precinct. Finance has not received such information to date. The CMA's record of that meeting noted Finance's advice that the Site might not be available for use by the CMA.

I have copied this letter to Mr Malcolm Snow, Chief Executive Officer, NCA, for his information.

Yours sincerely

Schedule 2.2(a)ii

Tooev Elliott
Acting First Assistant Secretary
Property and Construction Division

20 July 2015

cc. Mr Malcolm Snow
Chief Executive Officer
National Capital Authority

From: [Anderson, Steve](#)
To: [Redacted]
Subject: RE: Russell Options
Date: Thursday, 30 July 2015 9:04:00 AM

Richard,
I Will organise what I can for you.
Steve

Steve Anderson

Director, Planning and Design



M [Redacted]
T 6205 4091 | E Steve.Anderson@act.gov.au
GPO Box 158, Canberra ACT 2601
www.capitalmetro.act.gov.au

Please consider the environment before printing this e-mail.

From: [Redacted]
Sent: Wednesday, 29 July 2015 3:15 PM
To: Anderson, Steve
Cc: Andrew Smith
Subject: Russell Options

Hi Steve,

Further to our discussion on the phone, I'm currently working with the revised layouts you provided in an email to Andrew Smith on 24 July 2015 re: Capital Metro alignment. I'm okay working with the .pdfs at his stage but a CAD file with the alignment and road reserve would be really helpful.

Can you forward it through when available?

Thanks

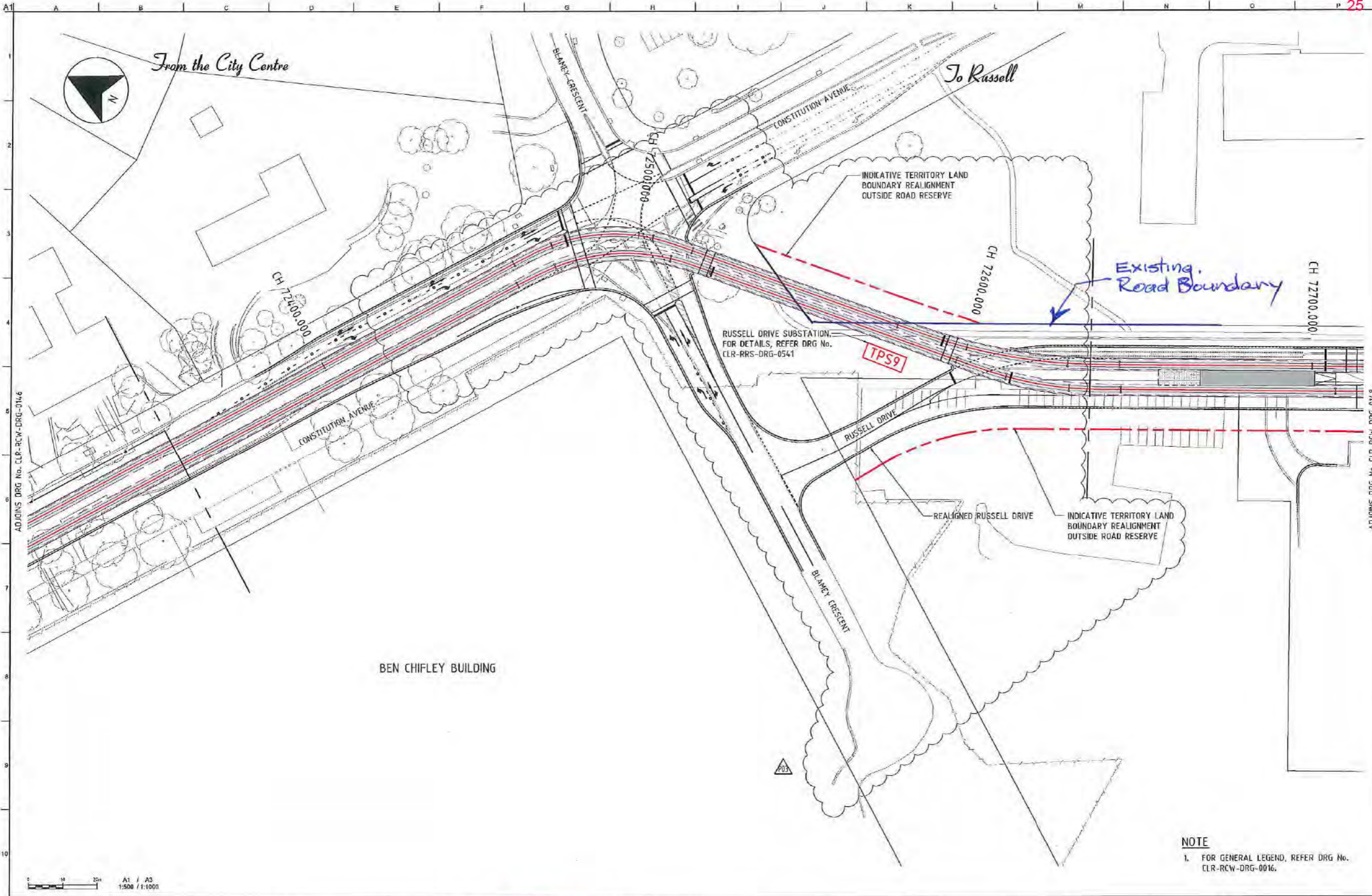
[Redacted] | Senior Planner & Urban Designer
National Capital Authority



National Capital Authority | Treasury Building, King Edward Terrace, PARKES ACT 2600
GPO Box 373, CANBERRA ACT 2601 | www.nationalcapital.gov.au | Twitter: @NCA_Media

LoveLBG is a strategy developed by the NCA to encourage social media users to share tips on protecting Canberra's waterways using the hashtag #LoveLBG.





ADDITIONS DRG No. CLR-RCW-DRG-014.6

ADDITIONS DRG No. CLR-RCW-DRG-014.8



From the City Centre

To Russell

Existing Road Boundary

RUSSELL DRIVE SUBSTATION.
FOR DETAILS, REFER DRG No.
CLR-RRS-DRG-0541

TPS9

BEN CHIFLEY BUILDING

NOTE

- 1. FOR GENERAL LEGEND, REFER DRG No. CLR-RCW-DRG-0016.

0 10 20m
A1 / A3
1:500 / 1:1000

Issue	Date	By	Check	Appr.

P03	28/07/15	Schedule 2.2(a)ii	Revised Issue for Definition Design
P02	12/06/15	Schedule 2.2(a)iii	Revised Issue for Definition Design
P01	15/05/15	Schedule 2.2(a)ii	Issued for Definition Design

ARUP
HASSELL

Capital Metro
ACT Government

Job Title
Capital Metro Project
Civic to Russell

Rail - Roads & Civil Works
General Arrangement
Sheet 8 of 10

Scale: A1	1:500m
Discipline	Civil
23/10	Drawing Stage
235067	Definition Design
Drawing ID	Issue
CLR-RCW-DRG-0147	P03

From: [Anderson, Steve](#)
To: [Schedule 2.2\(a\)ii](#)
Cc: [Allday, Stephen](#); [Schedule 2.2\(a\)ii](#)
Subject: RE: Russell Extension - Proposed Land Requirements
Date: Friday, 31 July 2015 11:09:00 AM

[Schedule 2.2\(a\)ii](#),

Further to below I presume it is not of value to convene a meet next Tuesday??
 I will be guided by your response
 Steve

Steve Anderson

Director, Planning and Design

M [Schedule 2.2\(a\)ii](#)

T 6205 4091 | E Steve.Anderson@act.gov.au
 GPO Box 158, Canberra ACT 2601
www.capitalmetro.act.gov.au
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-----Original Message-----

From: Anderson, Steve
Sent: Friday, 31 July 2015 10:23 AM
To: [Schedule 2.2\(a\)ii](#)
Cc: Allday, Stephen
Subject: Russell Extension - Proposed Land Requirements

Good Morning [Schedule 2.2\(a\)ii](#)

As requested in your email response to Steve Allday I have attached a copy of the proposed land truncation on Blamey Ave frontage to DoD land for your discussions.
 The proposed revised road boundary allows for the most efficient light rail alignment and also allows for us to maintain connectivity with the existing pedestrian cycle path.
 CMA are also happy to supplement if required any landscaping DoD may consider along this section of the alignment.
 This truncation is as discussed previously and now is the only impact on DoD land.
 Happy to provide more info if you consider it necessary.
 Regards
 Steve Anderson

Steve Anderson

Director, Planning and Design

M [Schedule 2.2\(a\)ii](#)

T 6205 4091 | E Steve.Anderson@act.gov.au GPO Box 158, Canberra ACT 2601 www.capitalmetro.act.gov.au
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-----Original Message-----

From: [Schedule 2.2\(a\)iii](#)
Sent: Friday, 31 July 2015 10:19 AM
To: Anderson, Steve
Subject: Message from [Schedule 2.2\(a\)iii](#)

This E-mail was sent from [Schedule 2.2\(a\)iii](#)

Scan Date: 31.07.2015 10:18:51 (+1000)

Queries to: **Schedule 2.2(a)iii**

From: [Anderson, Steve](#)
To: [Schedule 2.2\(a\)ii](#)
Cc: [Allday, Stephen](#); [Schedule 2.2\(a\)ii](#)
Subject: RE: Russell Extension - Proposed Land Requirements [SEC=UNCLASSIFIED]
Date: Friday, 31 July 2015 11:07:00 AM

[Schedule 2.2](#)

Thats correct.

The intersection through to Constitution was one of several layouts being considered
 There were major issues with attempting to establish any all movements intersection off Constitution Avenue
 due to close proximity to Blamey intersection and light rail interface.

This revised layout also more closely aligns with the indicative NCA Master plan we have been provided.

Hope that provides more clarity

Regards

Steve Anderson

Director, Planning and Design

M [Schedule 2.2\(a\)ii](#)

T 6205 4091 | E Steve.Anderson@act.gov.au

GPO Box 158, Canberra ACT 2601

www.capitalmetro.act.gov.au

Please consider the environment before printing this e-mail.

-----Original Message-----

From: [Schedule 2.2\(a\)ii](#)

Sent: Friday, 31 July 2015 10:43 AM

To: Anderson, Steve

Subject: RE: Russell Extension - Proposed Land Requirements [SEC=UNCLASSIFIED]

UNCLASSIFIED

Steve

Thanks for the plan sent through this morning.

One quick question if I may. I note in the email and the map that the location of the road connection into
 Russell Drive seems now to exit off Blamey Crescent and not off Constitution Ave as per the previous plan.

Any advice appreciated.

Cheers

[Schedule 2.2](#)

[Schedule 2.2\(a\)ii](#)

Assistant Director, ACT and NSW

Estate Planning Branch

Defence Support and Reform Group

[Schedule 2.2\(a\)ii](#)

Brindabella Park

Canberra

Tel: [Schedule 2.2\(a\)ii](#)

Email: [Schedule 2.2\(a\)ii](#)

-----Original Message-----

From: Anderson, Steve [<mailto:Steve.Anderson@act.gov.au>]
 Sent: Friday, 31 July 2015 10:23
 To: **Schedule 2.2(a)ii**
 Cc: Allday, Stephen
 Subject: Russell Extension - Proposed Land Requirements

Good Morning **Schedule 2.2(a)ii**

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Happy to provide more info if you consider it necessary.

Regards

Steve Anderson

Steve Anderson

Director, Planning and Design

M **Schedule 2.2(a)ii**

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 Sent: Friday, 31 July 2015 10:19 AM
 To: Anderson, Steve
 Subject: Message from **Schedule 2.2(a)iii**

This E-mail was sent from **Schedule 2.2(a)iii**

Scan Date: 31.07.2015 10:18:51 (+1000)

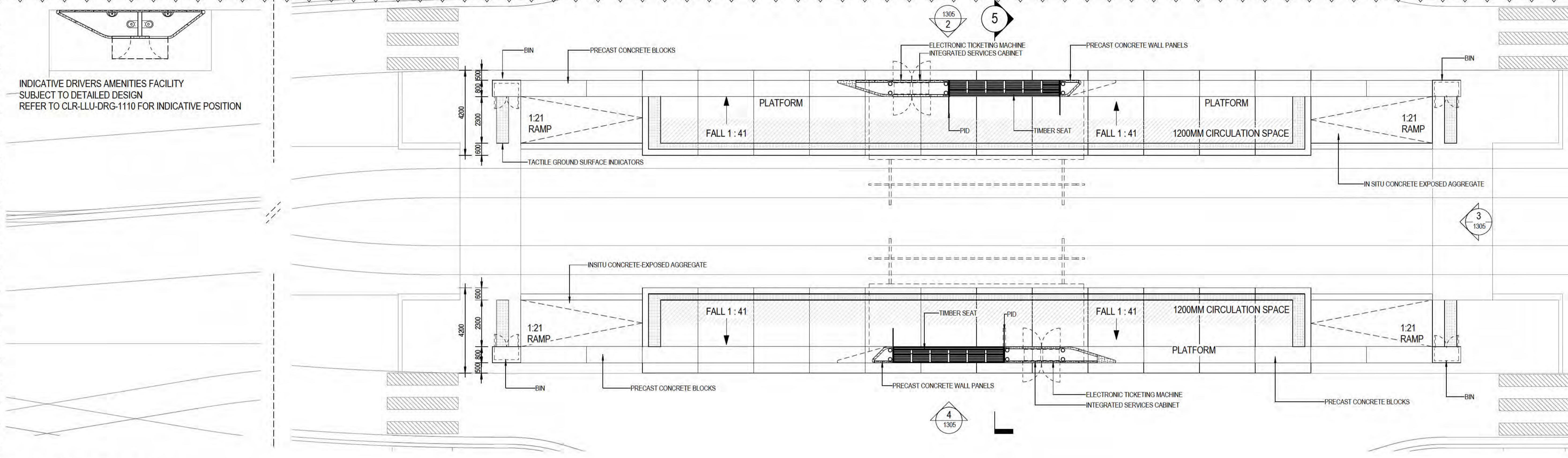
Queries to: **Schedule 2.2(a)iii**

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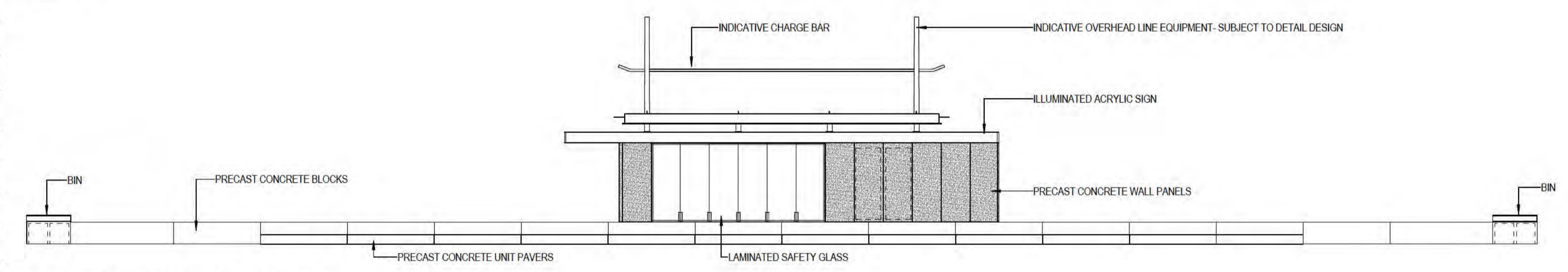
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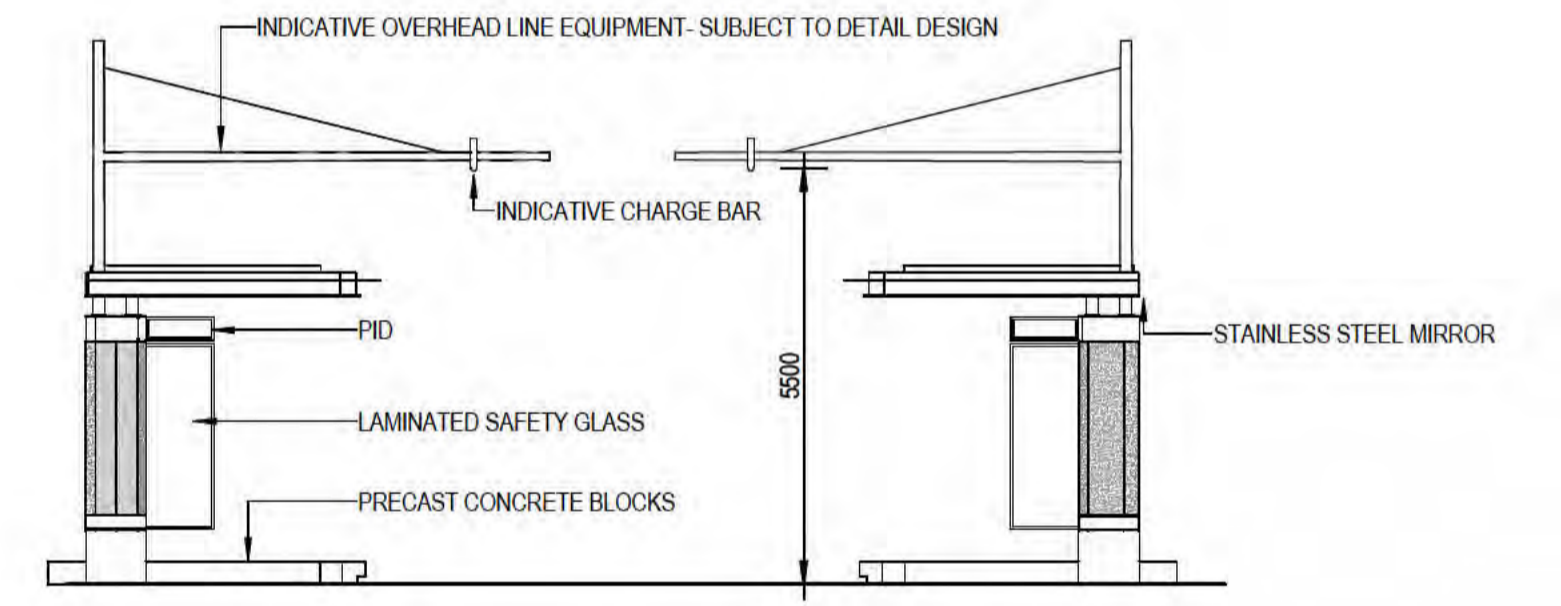
P03



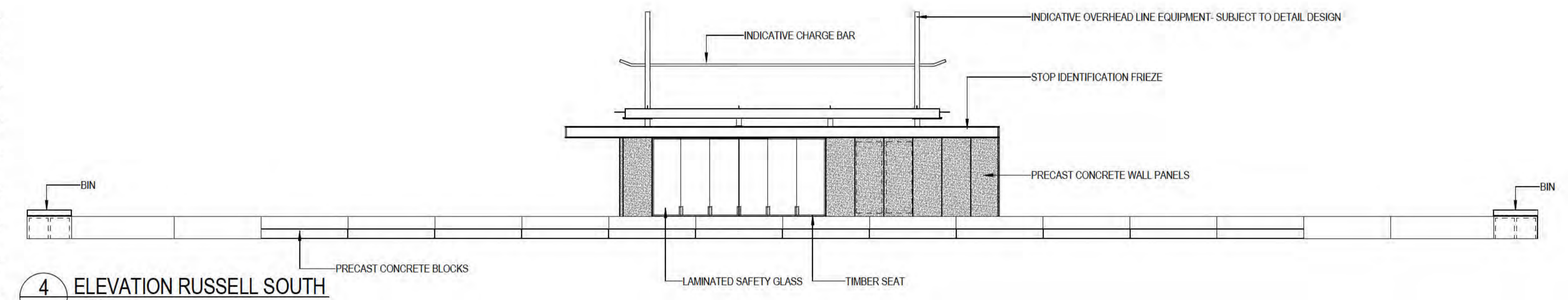
1 FLOOR PLAN RUSSELL
1:100



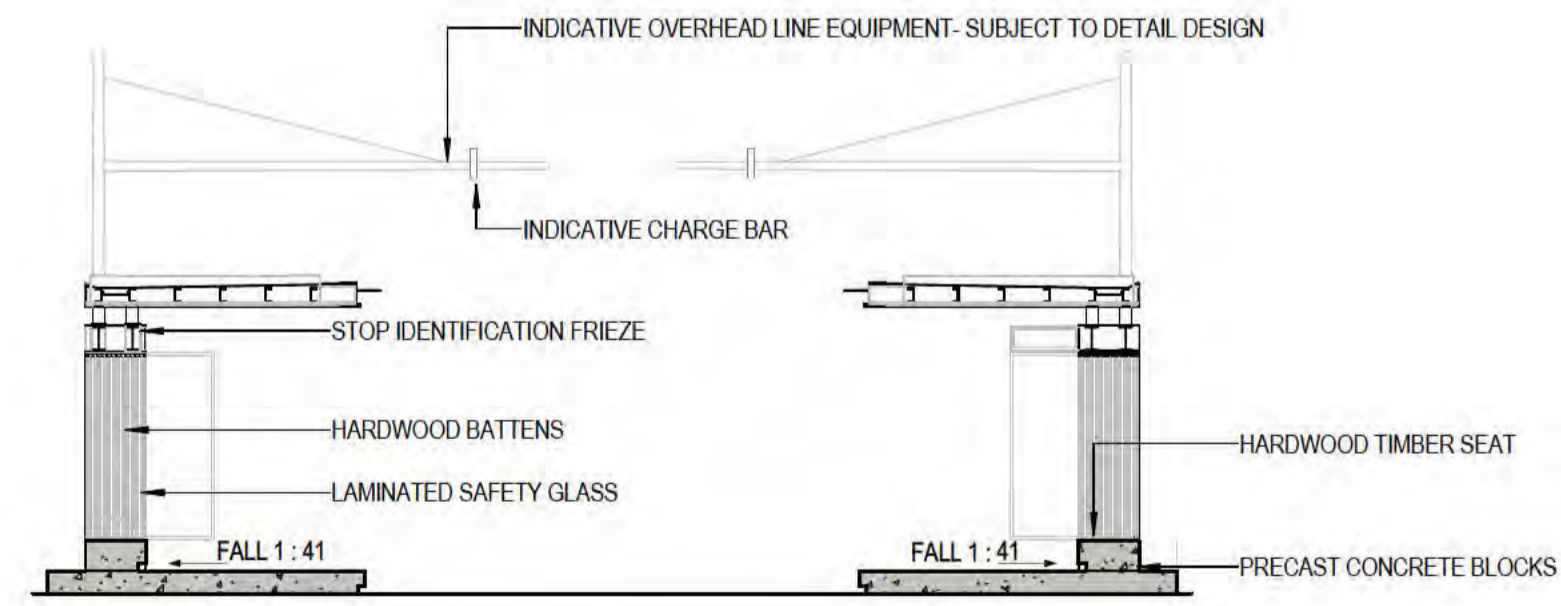
2 ELEVATION RUSSELL NORTH
1:100



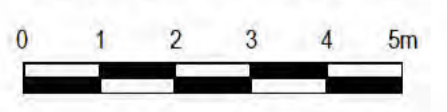
3 ELEVATION RUSSELL EAST
1:100



4 ELEVATION RUSSELL SOUTH
1:100



5 SECTION RUSSELL
1:100



Issue	Date	By	Chkd	Appd

P03	03/08/15	[Signature]	[Signature]	[Signature]	Revised Issue for Definition Design
P02	12/06/15	[Signature]	[Signature]	[Signature]	Revised Issue for Definition Design
P01	15/05/15	[Signature]	[Signature]	[Signature]	Issued for Definition Design

Designer
ARUP HASSELL

Client
CapitalMetro ACT Government

Job Title
Capital Metro Project
Civic to Russell

Landscape / Urban Design
Stop Plan
Russell Terminus

Scale at A1	1 : 100
Discipline	Landscape / Urban Design
Job No	235067
Drawing Status	Definition Design
Drawing No	CLR-LLU-DRG-1305
Issue	P03

From: [Anderson, Steve](#)
To: [Schedule 2.2\(a\)ii](#)
Cc: [Allday, Stephen](#); [Schedule 2.2\(a\)ii](#)
Subject: RE: Russell Extension - Proposed Land Requirements [SEC=UNCLASSIFIED]
Date: Monday, 3 August 2015 11:30:00 AM

Thanks [Schedule 2.2\(a\)ii](#)
 Would you have an idea on timing for a response from yourselves on the truncation as proposed.
 Regards
 Steve A

Steve Anderson

Director, Planning and Design

M [Schedule 2.2\(a\)ii](#)
 T 6205 4091 | E Steve.Anderson@act.gov.au
 GPO Box 158, Canberra ACT 2601
www.capitalmetro.act.gov.au
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-----Original Message-----

From: [Schedule 2.2\(a\)ii](#)
Sent: Friday, 31 July 2015 5:54 PM
To: Anderson, Steve
Cc: Allday, Stephen; [Schedule 2.2\(a\)ii](#)
Subject: RE: Russell Extension - Proposed Land Requirements [SEC=UNCLASSIFIED]

UNCLASSIFIED

[Schedule 2.2\(a\)ii](#) Steve & Steve

Given that there is no significant change to the rail alignment and the Constitution Ave - Russell Drive connector is now not required I don't see any value in a meeting this Tuesday.

[Schedule 2.2\(a\)ii](#)
 Director Estate Planning - ACT/NSW
 Telephone: [Schedule 2.2\(a\)ii](#)
 Mobile: [Schedule 2.2\(a\)ii](#)

-----Original Message-----

From: Anderson, Steve [<mailto:Steve.Anderson@act.gov.au>]
Sent: Friday, 31 July 2015 11:56
To: [Schedule 2.2\(a\)ii](#)
Cc: Allday, Stephen; [Schedule 2.2\(a\)ii](#)
Subject: RE: Russell Extension - Proposed Land Requirements [SEC=UNCLASSIFIED]

Noting Steve A last email we are still happy to meet next Tuesday and elaborate on the proposal as you see it if it is beneficial to your internal discussions

Steve Anderson

Director, Planning and Design

M [Schedule 2.2\(a\)ii](#)
 T 6205 4091 | E Steve.Anderson@act.gov.au GPO Box 158, Canberra ACT 2601 www.capitalmetro.act.gov.au
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-----Original Message-----

From: Schedule 2.2(a)ii
 Sent: Friday, 31 July 2015 11:18 AM
 To: Anderson, Steve
 Cc: Allday, Stephen; Schedule 2.2(a)ii
 Subject: RE: Russell Extension - Proposed Land Requirements [SEC=UNCLASSIFIED]

UNCLASSIFIED

Hi Steve

That's correct. Lets meet once we have the views of our internal stakeholders.

Schedule 2.2(a)ii

Director Estate Planning - ACT/NSW
 Telephone: Schedule 2.2(a)ii
 Mobile: Schedule 2.2(a)ii

-----Original Message-----

From: Anderson, Steve [<mailto:Steve.Anderson@act.gov.au>]
 Sent: Friday, 31 July 2015 11:09
 To: Schedule 2.2(a)ii
 Cc: Allday, Stephen; Schedule 2.2(a)ii
 Subject: RE: Russell Extension - Proposed Land Requirements

Redacted

Further to below I presume it is not of value to convene a meet next Tuesday??
 I will be guided by your response
 Steve

Steve Anderson

Director, Planning and Design

M Schedule 2.2(a)ii

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-----Original Message-----

From: Anderson, Steve
 Sent: Friday, 31 July 2015 10:23 AM
 To: Schedule 2.2(a)ii
 Cc: Allday, Stephen
 Subject: Russell Extension - Proposed Land Requirements

Good Morning Schedule 2.2(a)ii

As requested in your email response to Steve Allday I have attached a copy of the proposed land truncation on Blamey Ave frontage to DoD land for your discussions.
 The proposed revised road boundary allows for the most efficient light rail alignment and also allows for us to maintain connectivity with the existing pedestrian cycle path.
 CMA are also happy to supplement if required any landscaping DoD may consider along this section of the alignment.
 This truncation is as discussed previously and now is the only impact on DoD land.
 Happy to provide more info if you consider it necessary.
 Regards
 Steve Anderson

Steve Anderson

Director, Planning and Design

M [Schedule 2.2(a)iii]

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-----Original Message-----

From: [Schedule 2.2(a)iii]

Sent: Friday, 31 July 2015 10:19 AM

To: Anderson, Steve

Subject: Message from [Schedule 2.2(a)iii]

This E-mail was sent from [Schedule 2.2(a)iii]

Scan Date: 31.07.2015 10:18:51 (+1000)

Queries to: [Schedule 2.2(a)iii]

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- NOTE**
- FOR GENERAL LEGEND, REFER DRG No. CLR-LGN-DRG-1020
 - IMPACTS TO EXISTING TREES TO BE ASSESSED DURING DETAILED DESIGN STAGES ONCE DETAILED SURVEY INFORMATION IS RECEIVED
 - ALL NEW KERBS TO BE CONSTRUCTED EAST OF ANZAC PARADE ALONG CONSTITUTION AVENUE TO BE BLUE STONE KERBS TO MATCH UPGRADE WORKS.

Issue	Date	By	CHK'd	App'd

Issue	Date	By	CHK'd	App'd
P04	05/08/15			
Revised Issue for Definition Design				

Issue	Date	By	CHK'd	App'd
P03	28/07/15			
Schedule 2.2(a)ii				
Revised Issue for Definition Design				
P02	12/06/15			
Schedule 2.2(a)ii				
Revised Issue for Definition Design				
P01	15/05/15			
Schedule 2.2(a)ii				
Issued for Definition Design				

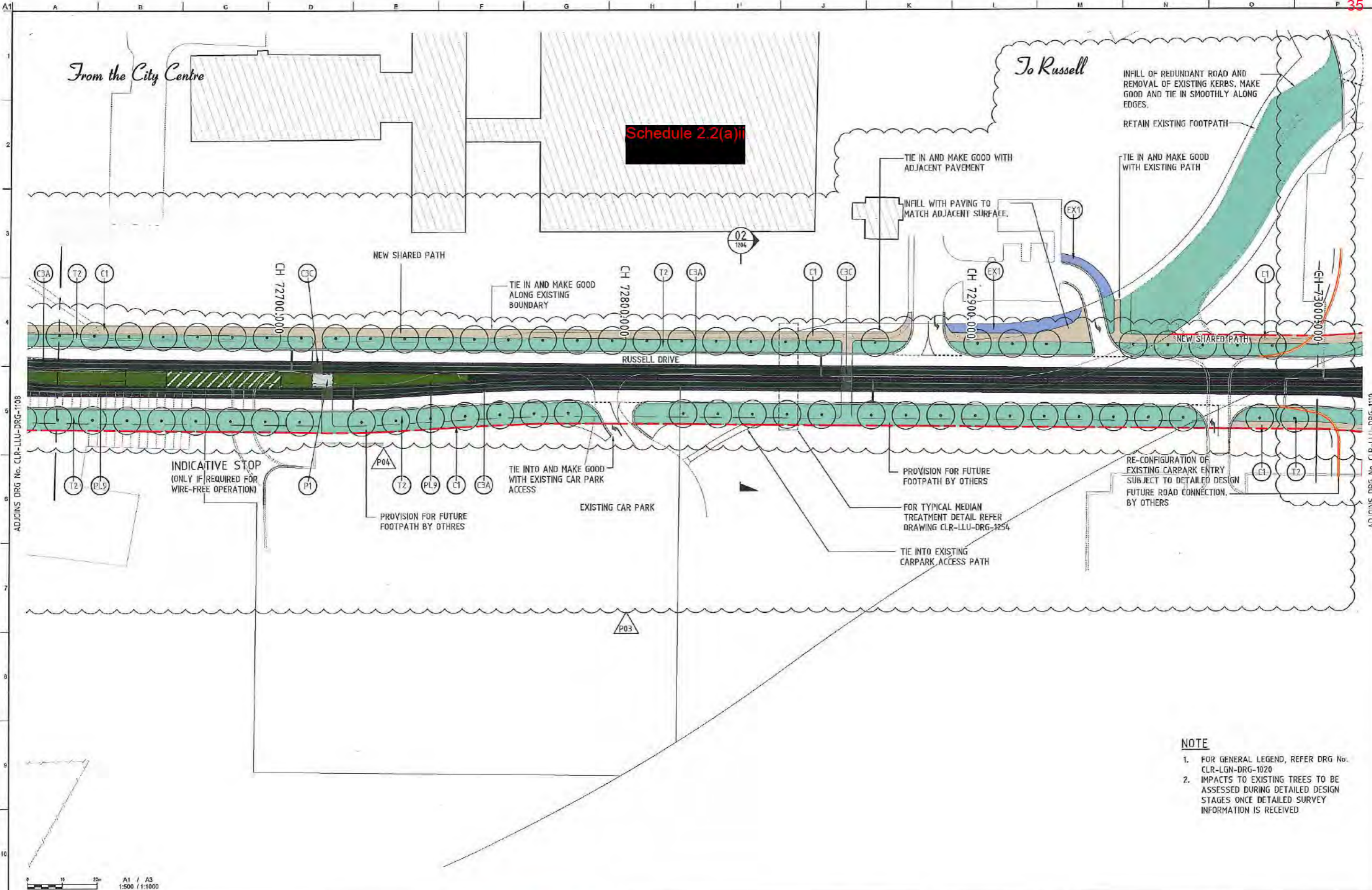
Designer
ARUP HASSELL

Client
CapitalMetro ACT Government

Job Title
 Capital Metro Project
 Civic to Russell

Landscape / Urban Design
 Public Domain - Plan
 Sheet 8 of 10

Scale at A1 1:500m
 Discipline Landscape
 Job No 236067
 Drawing Status Definition Design
 Drawing No CLR-LLU-DRG-1108
 Issue P04



NOTE

- FOR GENERAL LEGEND, REFER DRG No. CLR-LGN-DRG-1020
- IMPACTS TO EXISTING TREES TO BE ASSESSED DURING DETAILED DESIGN STAGES ONCE DETAILED SURVEY INFORMATION IS RECEIVED

A1 / A3
1:500 / 1:1000

Issue	Date	By	Chkd	Appd

P03	26/07/15	Schedule 2.2(a)ii		
Revised Issue for Definition Design				
P02	12/06/15	Schedule 2.2(a)ii		
Revised Issue for Definition Design				
P01	15/05/15	Schedule 2.2(a)ii		
Issued for Definition Design				

Designer

ARUP HASSELL

Client

CapitalMetro ACT Government

Job Title

Capital Metro Project
Civic to Russell

Landscape / Urban Design
Public Domain - Plan
Sheet 9 of 10

Scale at A1 1:500m

Discipline Landscape

Job No 236067

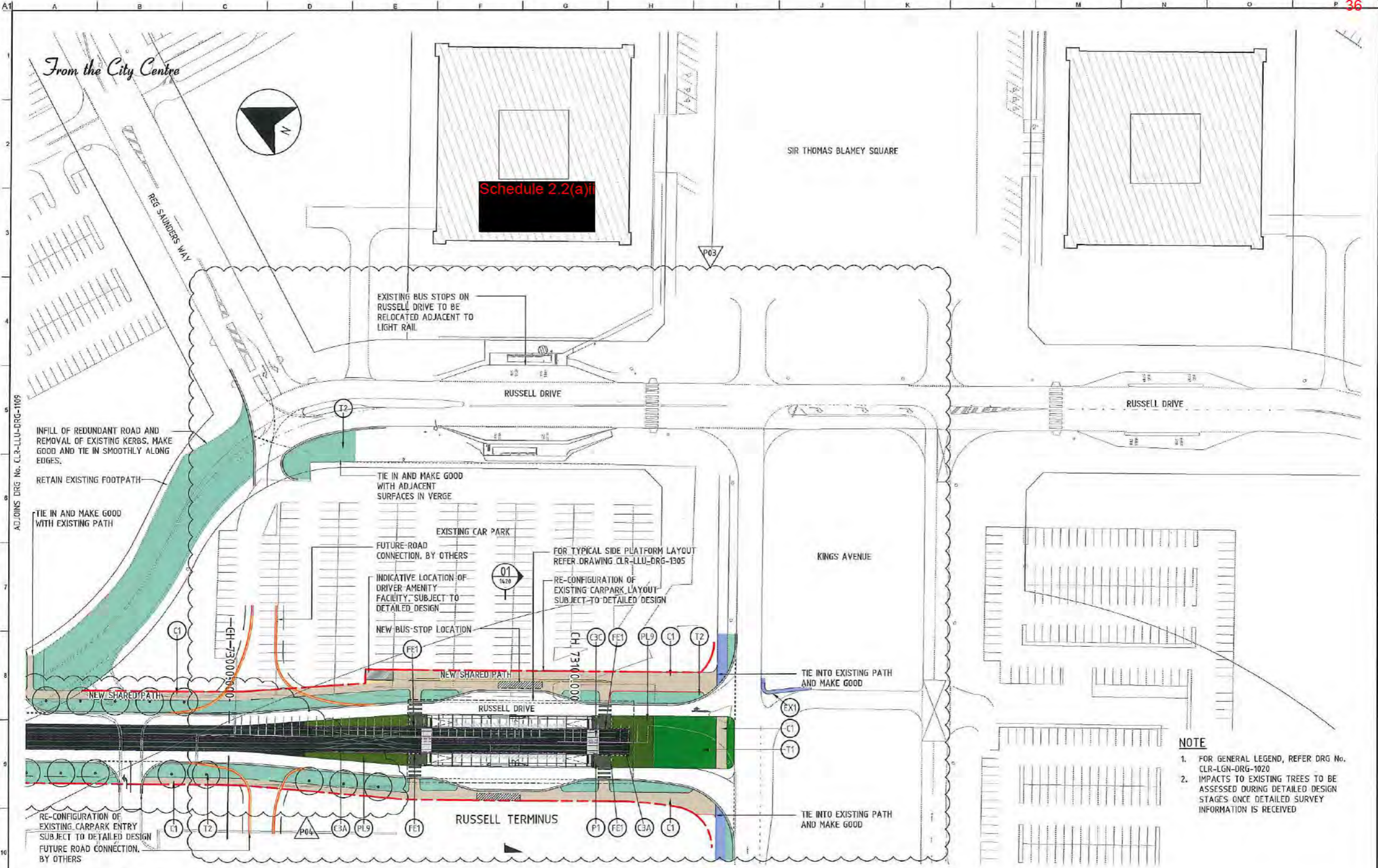
Drawing Detail Definition Design

Drawing No CLR-LLU-DRG-1109

Issue P04

ADJOINS DRG No. CLR-LLU-DRG-1110

ADJOINS DRG No. CLR-LLU-DRG-1108



NOTE

- FOR GENERAL LEGEND, REFER DRG No. CLR-LGN-DRG-1020
- IMPACTS TO EXISTING TREES TO BE ASSESSED DURING DETAILED DESIGN STAGES ONCE DETAILED SURVEY INFORMATION IS RECEIVED

Scale: 1:500 / 1:1000

Issue	Date	By	Check	Appd

P03	28/07/15	Schedule 2.2(a)ii		
Revised Issue for Definition Design				
P02	12/06/15	Schedule 2.2(a)ii		
Revised Issue for Definition Design				
P01	16/05/15	Schedule 2.2(a)ii		
Issued for Definition Design				

Designer:

ARUP HASSELL

Client:

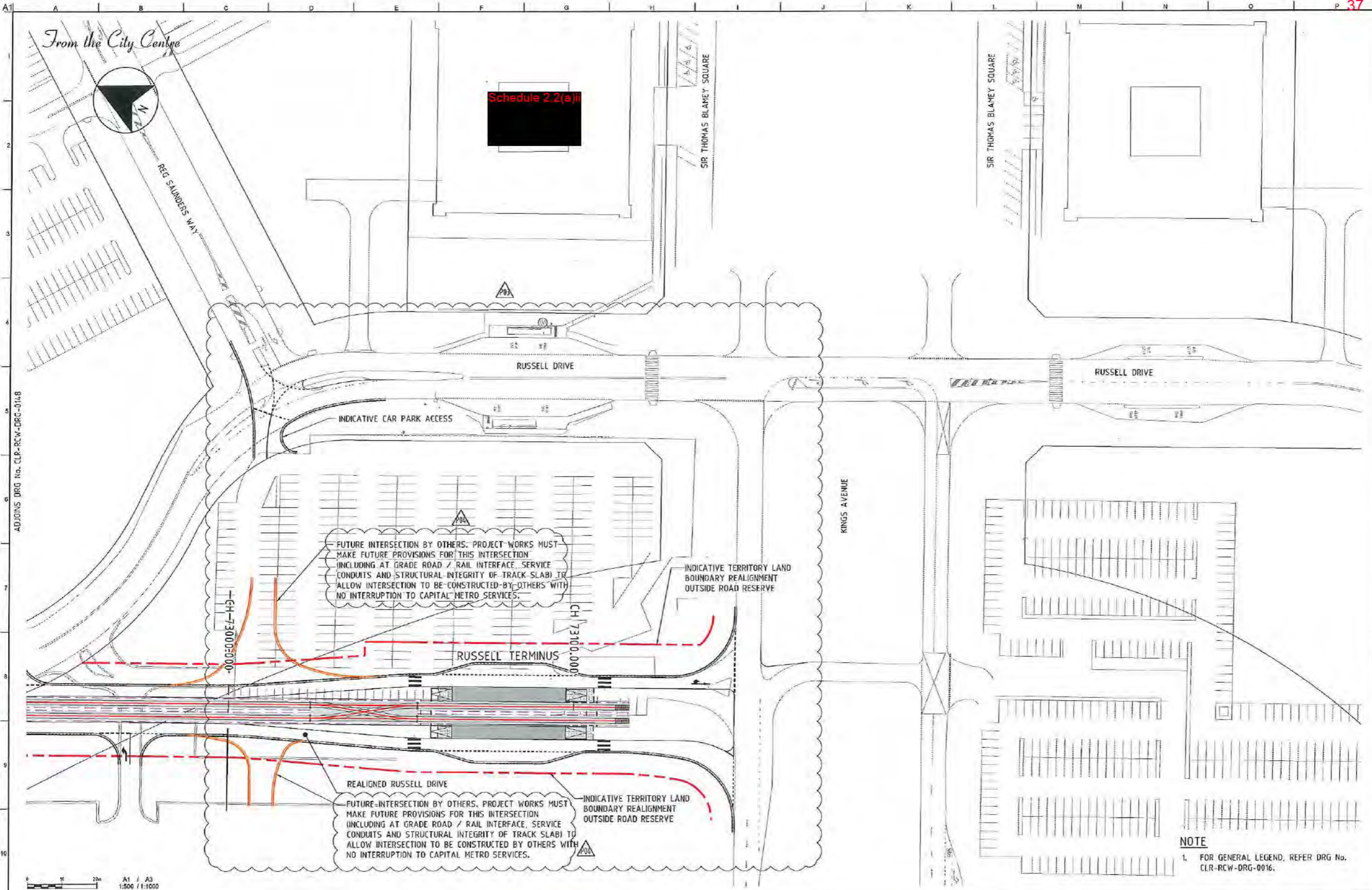
CapitalMetro ACT Government

Job Title:

Capital Metro Project
Civic to Russell

Landscape / Urban Design
Public Domain - Plan
Sheet 10 of 10

Scale of A1	1:500m
Discipline	Landscape
Job No	235067
Drawing Status	Definition Design
Drawing No	CLR-LLU-DRG-1110
Issue	P04



NOTE
 1. FOR GENERAL LEGEND, REFER DRG No. CLR-RCW-DRG-0016.

A1 / A3
 1:500 / 1:1000

Issue	Date	By	Checked	Approved

P03	28/07/15	Schedule 2.2(a)ii		
Revised Issue for Definition Design				
P02	12/06/15	Schedule 2.2(a)ii		
Revised Issue for Definition Design				
P01	15/05/15	Schedule 2.2(a)ii		
Issued for Definition Design				
Issue	Date	By	Checked	Approved

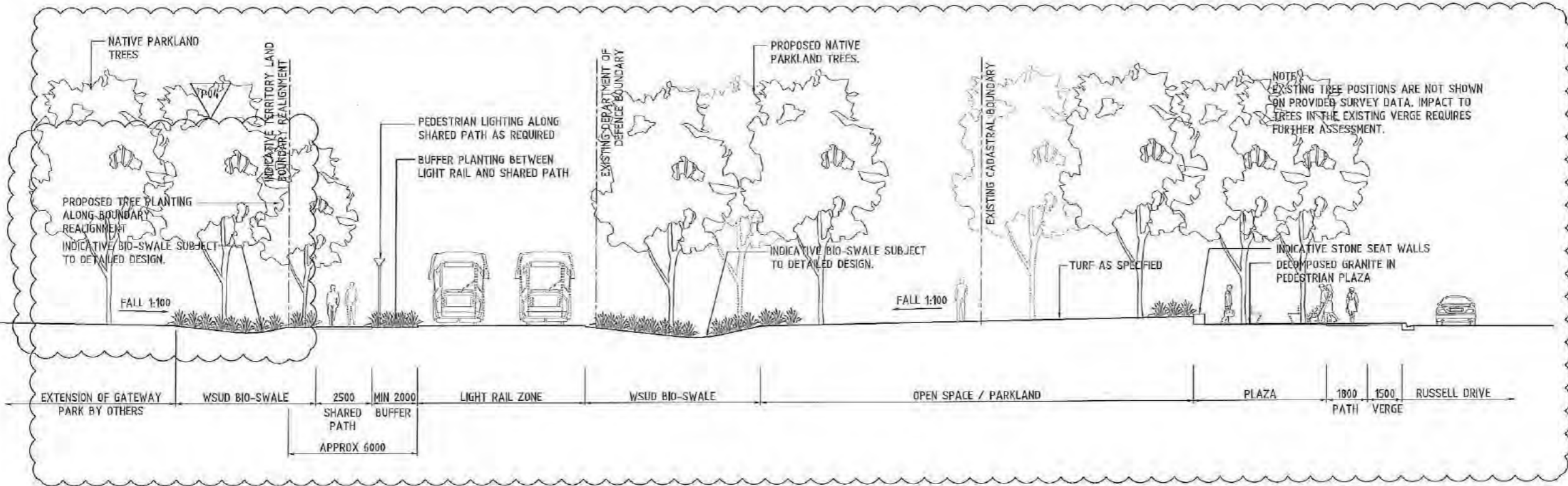
ARUP
 HASSELL

Capital Metro
 ACT Government

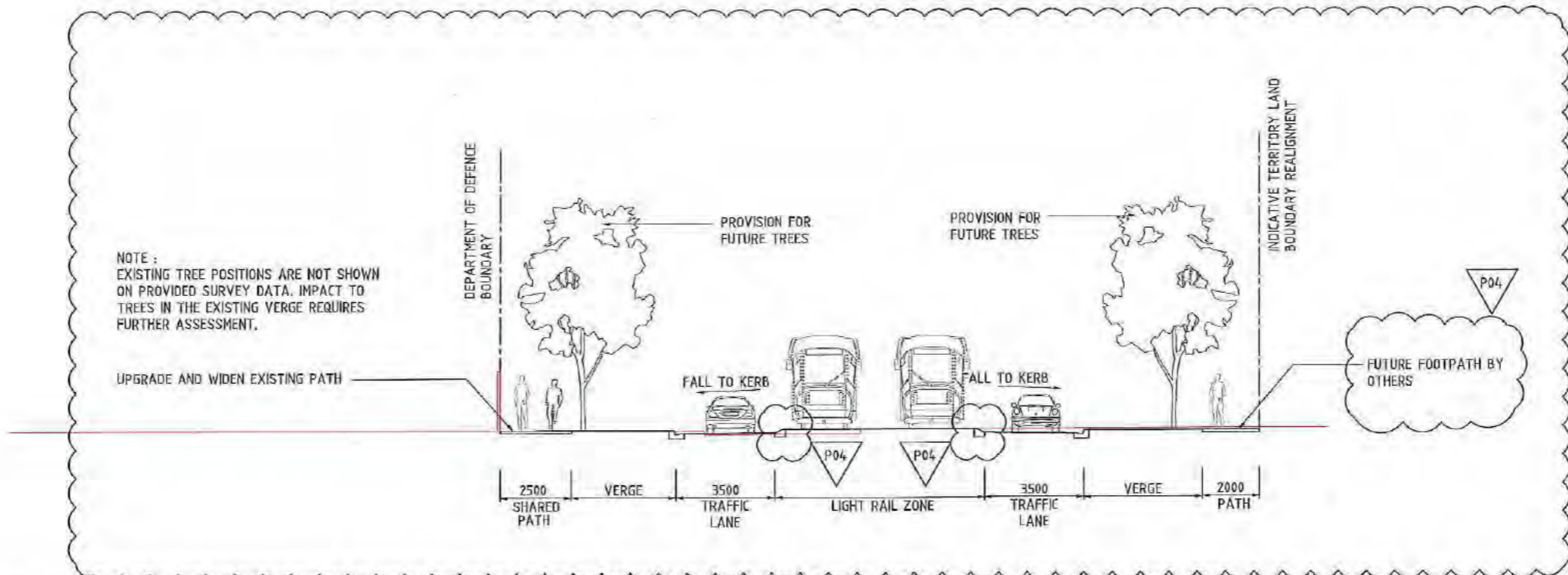
Job Title
 Capital Metro Project
 Civic to Russell

Rail - Roads & Civil Works
 General Arrangement
 Sheet 10 of 10

Scale H/A1	1:500m
Discipline	Civil
Job No	235067
Drawing Status	Definition Design
Drawing No	CLR-RCW-DRG-0149
Issue	P04



BLAMEY CRESCENT (CH 72+560) SECTION 01 SCALE 1:100



RUSSELL DRIVE (CH 72+900) SECTION 02 SCALE 1:100

0 25 5m A1 / A3 1:100 / 1:200

ISSN	Date	By	CHKD	Appd

P03	28/07/15	Schedule 2.2(a) III	Revised Issue for Definition Design
P02	12/09/15	Schedule 2.2(a) III	Revised Issue for Definition Design
P01	15/09/15	Schedule 2.2(a) III	Issued for Definition Design

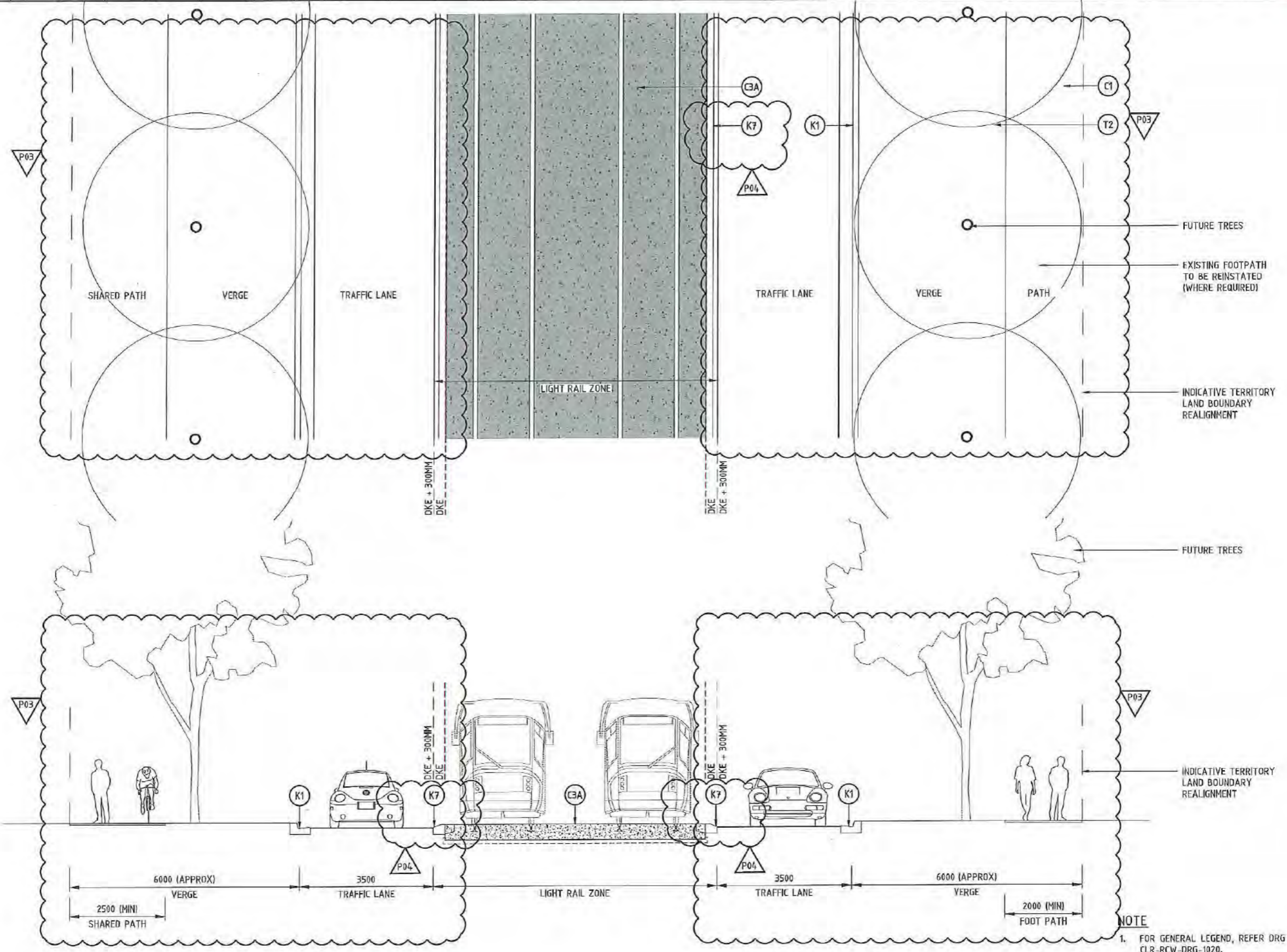
Designer
ARUP HASSELL

Client
Capital Metro ACT Government

Job Title
Capital Metro Project
Civic to Russell

Landscape / Urban Design
Public Domain
Typical Sections

Scale: A1	1:500m
Discipline	Landscape
Job No	235067
Drawing Status	Definition Design
Drawing No	CLR-LLU-DRG-1204
Topic	P04



NOTE
 1. FOR GENERAL LEGEND, REFER DRG No. CLR-RCW-DRG-1020.

0 10 20m
 A1 / A3
 1:500 / 1:1000

Issue	Date	By	CHKD	Appd

Issue	Date	By	CHKD	Appd
P03	28/07/15	Schedule 2.2(a)II		
Revised Issue for Definition Design				
P02	12/06/15	Schedule 2.2(a)III		
Revised Issue for Definition Design				
P01	18/05/15	Schedule 2.2(a)II		
Issued for Definition Design				

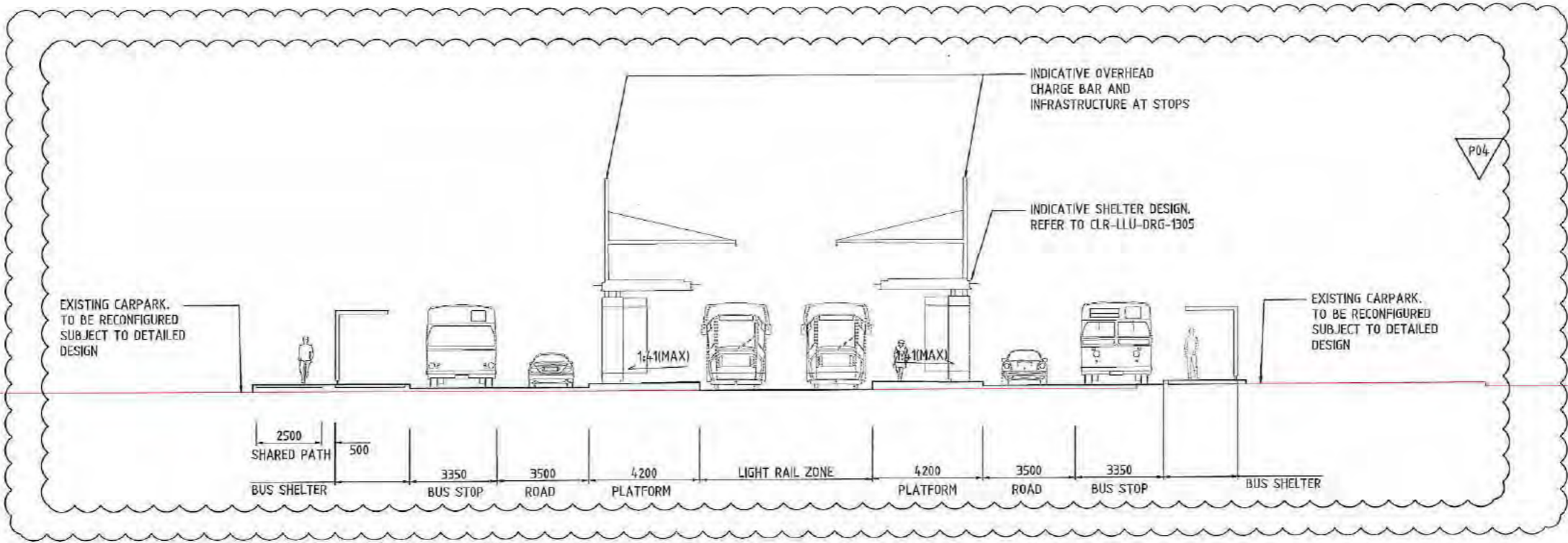
Designer
ARUP HASSELL

Client
CapitalMetro ACT Government

Job Title
 Capital Metro Project
 Civic to Russell

Landscape / Urban Design
 Typical Track Treatment
 Russell

Scale at A1	1:500m
Discipline	Landscape
Job No	235067
Drawing Status	Definition Design
Drawing No	CLR-LLU-DRG-1254
Issue	P04



RUSSELL TERMINUS SECTION 01
1:100 1420



NOTE
1. FOR GENERAL LEGEND, REFER DRG No. CLR-RCW-DRG-0016.

Issue	Date	By	CHK'd	App'd

Issue	Date	By	CHK'd	App'd
P04	05/08/15	Schedule 2.2(a)ii		
Revised Issue for Definition Design				

Issue	Date	By	CHK'd	App'd
P03	28/07/15	Schedule 2.2(a)ii		
Revised Issue for Definition Design				
P02	12/06/15	Schedule 2.2(a)ii		
Revised Issue for Definition Design				
P01	16/03/15	Schedule 2.2(a)ii		
Issued for Definition Design				

Design

ARUP HASSELL

Client

CapitalMetro ACT Government

Job Title
Capital Metro Project
Civic to Russell

Landscape / Urban Design
Stop Sections
Russell Terminus

Scale of A1	1:500m
Discipline	Landscape
Job No	236067
Design Stage	Definition Design
Drawing No	CLR-LLU-DRG-1420
Issue	P04

From: [redacted]
To: [Anderson, Steve](#)
Subject: RE: WA Application from Canberra Metro Part 1 [SEC=UNCLASSIFIED]
Date: Wednesday, 12 August 2015 10:59:50 AM

Security: UNCLASSIFIED

Hi Steve

Thanks for email. Sorry for the delay in response. I've been away sick for the last couple of days. The application was submitted by applicant last week and I am currently assessing it.

Regards

[redacted]

From: Anderson, Steve [mailto:Steve.Anderson@act.gov.au]
Sent: Monday, 10 August 2015 9:21 AM
To: [redacted]
Cc: Allday, Stephen; Andrew Smith; Rogers, Paul; Salvair Smith, Kay
Subject: WA Application from Canberra Metro Part 1

Good morning [redacted]

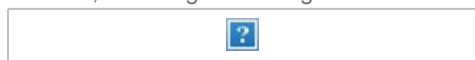
As you have discussed previously with Steve Allday, the attached WA application, for your reference, will be submitted directly to yourself from Canberra Metro for evaluation/approval.

Please note the attachments will be sent in two separate emails due to the size of the documents.

Regards,

Steve Anderson

Director, Planning and Design



M [redacted]

T 6205 4091 | E Steve.Anderson@act.gov.au

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From: [redacted]
To: [Anderson, Steve](#)
Cc: [Andrew Smith](#)
Subject: Anzac Park West and Russell Land configuration
Date: Friday, 14 August 2015 2:20:24 PM

Hi Steve,

Attached are two land custodian maps for your information.

- 1) land custodian and the indicative Capital Metro alignment in Russell
- 2) Territory and National Land alignment for Anzac Park West.

Please contact me if you have any questions.

Regards

[redacted] | Senior Planner & Urban Designer
National Capital Authority

N [redacted]
National Capital Authority | Treasury Building, King Edward Terrace, PARKES ACT 2600
GPO Box 373, CANBERRA ACT 2601 | www.nationalcapital.gov.au | Twitter: @NCA_Media

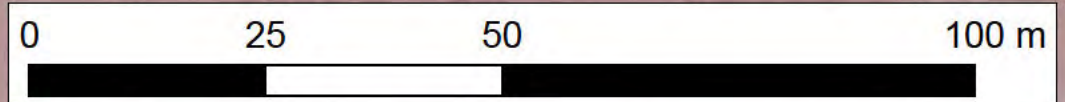
LoveLBG is a strategy developed by the NCA to encourage social media users to share tips on protecting Canberra's waterways using the hashtag #LoveLBG.

CONSTITUTION AVENUE

608 sq m

1,373 sq m

PARKES WAY



Location: M:\Projects\Capital Metro\A\PW_Land_Custodian.mxd



Australian Government
National Capital Authority

Treasury Building, King Edward Terrace, Parkes ACT 2600. GPO Box 373 Canberra ACT 2601
 T 02 6271 2888. F 02 6273 4427. www.nationalcapital.gov.au www.virtualcanberra.gov.au

Map Title:
Anzac Park West
Land Custodian

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National Land

- National Capital Authority
- Dept. of Finance & Deregulation

- Territory Land
- Possible National Land Gazettal

DATE: 13/08/2015
SCALE: 1:800
DRAWN: RN
CHECKED:
REVISION:



BORELLA STREET

CONSTITUTION AVENUE

REG SAUNDERS WAY

494 sq m

RUSSELL DRIVE

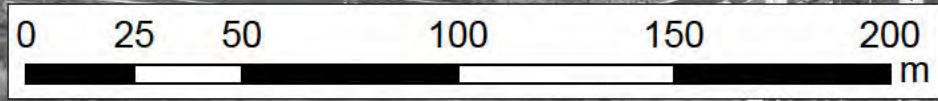
5,338 sq m
135 Car Spaces

6,363 sq m
84 Car Spaces

PARKES

KINGS AVENUE

- Impact on Defence Land (494 sq m)
- Impact on DoFD Land (6,363 sq m)
- Impact on NCA Land (5,338 sq m)



Location: M:\Projects\Capital Metro\Russell_ARUP\Capture.mxd



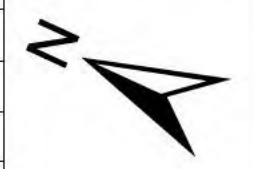
Australian Government
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T 02 6271 2888. F 02 6273 4427. www.nationalcapital.gov.au www.virtualcanberra.gov.au

Map Title:
CAPITAL METRO
National Land Impact - Russell

© 2015 Commonwealth of Australia.

DATE: 29/07/2015
SCALE: 1:1,750
DRAWN: RN
CHECKED:
REVISION:



From: [Anderson, Steve](#)
To: [Andrew Smith](#)
Cc: [Allday, Stephen](#); [Williams, Cindy](#); [Stevens, Nicole](#)
Subject: RE: NCA/CMA/Finance Meeting - Russell Land Requirements
Date: Thursday, 20 August 2015 11:54:00 AM
Attachments: [image001.png](#)
[image002.png](#)

Thanks Andrew,
Meeting with EDD at 12.30 so will flick you an update when I get back in the office

Steve Anderson

Director, Planning and Design



M [Schedule 2.2\(a\)](#)
T 6205 4091 | **E** Steve.Anderson@act.gov.au
 GPO Box 158, Canberra ACT 2601
www.capitalmetro.act.gov.au

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From: Andrew Smith [<mailto:andrew.smith@natcap.gov.au>]
Sent: Thursday, 20 August 2015 11:51 AM
To: Anderson, Steve
Cc: Allday, Stephen; Williams, Cindy
Subject: RE: NCA/CMA/Finance Meeting - Russell Land Requirements

Thanks Steve

I have been a bit distracted with a CSIRO announcement of late, but I am going to map out the thinking now.

Andrew Smith | Chief Planner
 National Capital Authority
 (02) 6271 2806

National Capital Authority | Treasury Building, King Edward Terrace, PARKES ACT 2600
 GPO Box 373, CANBERRA ACT 2601 | www.nationalcapital.gov.au | Twitter: @NCA_Media

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From: Anderson, Steve [<mailto:Steve.Anderson@act.gov.au>]
Sent: Wednesday, 19 August 2015 11:58 AM
To: Andrew Smith
Cc: Allday, Stephen; Williams, Cindy
Subject: NCA/CMA/Finance Meeting - Russell Land Requirements

Andrew,
Following on from our meeting last Friday I understand that you were best placed to provide an outline of issues (and Hierarchy) for Malcolm and Emma to go armed with to the Finance meeting.
Please let me know , cc Steve, if you need any supporting documentation.

We are meeting with EDD tomorrow to discuss your land swap proposal, so will flick you an update afterwards fyi.

Regards

Steve A2

Steve Anderson

Director, Planning and Design



M Schedule 2.2(a)

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From: [REDACTED]
To: [Cook, Alex](#)
Cc: [Allday, Stephen](#); [Anderson, Steve](#)
Subject: RE: Asset Maintenance Requirements - CMA Russell Extension (Alinga Street to Russell via Constitution Avenue) [SEC=UNCLASSIFIED]
Date: Tuesday, 8 September 2015 3:16:10 PM
Attachments: [image001.png](#)
[image002.png](#)
[Specification - Open Space Maintenance of National Land - 2010-2013.pdf](#)
[Buildings and Infrastructure -Schedule 3 - Statement of Requirements.doc](#)

Security: UNCLASSIFIED

Hello Alex,

Here are two documents which we've used. The pdf has far more detail on open space whereas the word document is more on civil assets.

Let me know if these are useful to you and if you require anything else.

Regards

[REDACTED]

From: Cook, Alex [mailto:Alex.Cook@act.gov.au]
Sent: Thursday, 27 August 2015 5:10 PM
To: [REDACTED]
Cc: Allday, Stephen; Anderson, Steve
Subject: Asset Maintenance Requirements - CMA Russell Extension (Alinga Street to Russell via Constitution Avenue)
Importance: High

[REDACTED]

Thank you for your time earlier.

As discussed, we are looking into understanding the NCA's maintenance requirements with regard to the public realm. These requirements are presumably the same as those presently mandated to your maintenance contractors (road sweepers, arborists, gardeners, litter pickers etc) that operate in the triangle.

It is intended that Capital Metro Light Rail will be undertaken as a PPP contract. This means that the winning tenderer will construct, install, operate and maintain the Light Rail for a period of circa 20 years. As a result of this the winning bidder will be responsible for the maintenance of their licensed land, which will include the light rail corridor (typically this is the median strip – in the instance of Constitution Avenue, the land area between, [but definitely not including!] the two road carriageways).

These maintenance requirements may also include the construction phase. In this instance, I would anticipate that these would be exactly the same as those provided to the Constitution Avenue Upgrade project that is presently underway.

Please note that these requirements are critical as any maintenance activity results in cost. This cost must be factored into tenderers rates and obviously this influences their bid costs and forms

a critical part of their tender submission.

As things stand, we have the ACT Territory requirements, which are formalised in the attached document.

If you could please advise as to any requirements the NCA have, that would be extremely helpful.

If you have any questions concerning the above, please do not hesitate to contact me.

Kind regards,

A.

Alexander Cook



T 02 6205 1645 M Schedule 2.2(a)
GPO Box 158, Canberra ACT 2601

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NATIONAL CAPITAL AUTHORITY

SPECIFICATION

Open Space Maintenance of National Land

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SPECIFICATION

In this Specification unless expressed to the contrary all capitalised terms and phrases which have a meaning in the Contract have the same meaning as in the Contract.

1. GENERAL

1.1 Sites, Programming, Inspections, Reporting and Monitoring.

This Specification is for the maintenance of the following Sites administered by the National Capital Authority as Principal in accordance with the Contract:

- Commonwealth Park, Kings Park, the Rond Terraces, Blundell's Cottage and Aspen Island (Map NCA01);
- NCA roads and bridges, median strips, verges and hardstands (NCA02);
- Verges, inorganic mulch and Hebe beds on Anzac Parade Central Area and near Rond Pond (Map NCA03);
- Old Parliament House (OPH) area including Old Parliament House Rose Gardens (OPHRG) and the Museum of Australian Democracy (MOAD) (Map NCA04); ;
- Parliamentary Triangle excluding Australian of the Year Walk, OPHRG and MOAD, the National Gallery of Australia and areas under maintenance around Campus Square in the Humanities and Sciences Campus (Map NCA05); [Note to tenderers: this area includes the High Court of Australia (HCA).] State Circle, York Park and Windsor Walk (Map NCA06);
- Lodge Park (Map NCA07);
- Dunrossil Drive and environs (Map NCA08);
- Springbank Island and Spinnaker Island (Map NCA9);
- Acton Peninsula (Map NCA10);
- Vacant or reserved diplomatic land and road verges (Map NCA11); and
- the area between the High Court of Australia and the National Gallery of Australia (shown as part of Map NCA C).

The indicative location of the Sites is set out in appendices A, B and C to this Specification. The Sites are shown marked with the bordering of the red dotted line on the maps set out in appendices A, B and C.

The Contractor shall plan and prepare a Program for the Services, which includes the provision of the following documents within twenty eight (28) days of the date of the Contract:

- Existing Site Condition Report in accordance with clause 1.2
- Project Quality Management Plan in accordance with clause 1.12;
- Project Occupational Health & Safety Management Plan in accordance with clause 1.13;
- Annual Maintenance Program in accordance with clause 1.14;
- Annual weed strategy for irrigated grass areas in accordance with clause 2.6;
- Turf renovation program (spring and autumn) in accordance with clause 2.9;
- Integrated Disease Weeds and Pest Management Plan in accordance with clause 7.2;
- and
- other reports if required by the Principal.

The Contractor shall carry out approved ongoing interval inspection, monitoring and reporting on the Sites as specified including:

- Annual Site Condition Report in accordance with clause 1.2;
- Tree Condition Report (annually) in accordance with clause 5.1;
- Pesticide usage Reports (monthly) in accordance with clause 7.15;
- Irrigation system operation reports (monthly) in accordance with clause 8.6;
- Pump inspection reports (monthly) and pump system condition reports (annually) in accordance with clause 9.2;
- Playground and play equipment safety reports (monthly) in accordance with clause 11.2;
- Monthly Reports in accordance with clause 13; and
- other reports if required by the Principal.

All plans, programs and reports the Contractor is required to prepare shall be provided in a format as directed by the Principal, and within the timeframe required by this Specification, or if there is no timeframe within the time required by the Principal.

1.2 Existing Site Condition Reports

Within twenty eight (28) days of the date of the Contract, the Principal and Contractor shall jointly undertake a visual and operational inspection of the Sites to determine the existing condition of the Sites.

The inspection results shall be documented by the Contractor in a format advised by the Principal (**Existing Site Condition Report**) and shall provide an 'as is' starting benchmark for the Services to be carried out under the Contract. It will also be used to prioritise refurbishment and replacement works aimed at achieving an initial improvement in the quality of the Sites in accordance with the Improvement Provisional Sum in the Contract. A copy of the Existing Site Condition Report must be provided to the Principal within 14 days of completion of the visual and operational inspection of the Sites.

An annual visual operational inspection of the Sites must also be jointly conducted in October of each year and will be used to assist the Principal determine expenditure of the Improvement Provisional Sum in accordance with the Contract. The inspection results shall be documented by the Contractor in a format advised by the Principal (**Annual Site Condition Report**) and will be used to set improved benchmarks for Services under the Contract for the following year. A copy of the Annual Site Condition Report must be provided to the Principal within 14 days of completion of the visual and operational inspection of the Sites.

The Contractor should note the following:

GRASSED AREAS

Grassed areas require varying degrees of refurbishment.

The Existing Site Condition Report for grassed areas will be used to agree a scope of work with the Principal to improve grass quality in nominated areas. The cost of the grassed area works will form part of the Improvement Provisional Sum to be carried out if the Principal requires, in accordance with the Contract.

SHRUB BEDS

Shrub beds require varying degrees of refurbishment.

The Existing Asset Condition Report for shrub beds will be used to agree a scope of work with the Principal to improve shrub bed quality in nominated areas. The cost of the shrub bed works will form part of the Improvement Provisional Sum to be carried out, if the Principal requires, in accordance with the Contract.

TREE SURGERY

The scope of work for tree surgery includes:

- pruning of lower branches (< 3m high) as required to provide a clear line of sight and to allow vehicle and pedestrian access;

- pruning of branches to remove physical and visual obstructions from streetlights, power lines and traffic signs;
- removal of broken and fallen trees including stump grinding to below ground level;
- removal of broken and fallen branches; and
- removal of tree-suckers.

All other maintenance and formative pruning shall be based on the Tree Condition Reports produced in accordance with clause 5.1 of this Specification. The scope of work will be agreed with the Principal with the cost of the works to form part of the Improvement Provisional Sum to be carried out, if the Principal requires, in accordance with the Contract.

IRRIGATION SYSTEMS

The irrigation systems within the Sites are of varying ages with varying degrees of operational efficiency.

The Contractor may assume that all systems have been maintained to a reasonable standard when determining their price as part of the Fees for the irrigation system maintenance works under the Contract.

The Existing Site Condition Report for irrigation systems will be used to agree a scope of work with the Principal to upgrade pipe work, control valves, sprinklers and controllers. The cost of these works will form part of the Improvement Provisional Sum to be carried out, if the Principal requires, in accordance with the Contract.

1.3 Incident Reports

The Contractor must report the following incidents at any of the Sites immediately to the Principal and if requested, provide full details of the incident in the format and timeframe required by this Specification, or if there is no timeframe as required by the Principal:

- unauthorised access to secure facilities;
- significant damage (greater than \$3,000 as reasonably determined by the Principal) on or about the Sites which the Contractor considers may have arisen from incidents including accidents, storm or wind damage, vandalism or Principal Approved Events;
- significant equipment failure including the consequences of that failure;
- any injury to persons, property damage or complaints involving third parties;
- pesticide / herbicide spills and other environmental pollution;
- new pest and disease infestations;
- illegal dumping and signs;
- graffiti; and
- abandoned vehicles.

1.4 Requests for Action

Unless expressed to the contrary, the Contractor must respond to requests for action from the Principal according to the priority outlined in Table 1 in this clause 1.4. The 'Response Time' is the period between when the Contractor is notified by the Principal, or if the Contractor first becomes aware, and commences action on Site to make the Site safe or to start rectifications. The 'Work Completion Time' is the maximum period allowed for the Contractor to complete the work to the Principal's satisfaction. The 'Work Completion Time' commences at the completion of the expiration of the 'Response Time'.

The Contractor must not respond to requests for action (services or routine work) for any Services under the Contract from parties other than the Principal unless a clear and evident hazard exists, which must be dealt with immediately. A clear and evident hazard involves an immediate risk to public safety or a risk to the preservation of an asset.

Table 1
RESPONSE TIMES FOR AUTHORISED REQUESTS FOR ACTION

Priority Rating	Response Time	Work Completion Time
Emergency	1 hour	1 working day
High Priority	1 working day	5 working days
Normal	2 working days	10 working days

The Contractor must ensure the public safety and preservation of the Sites at all times. This may mean that the Contractor is required to respond to an event within a time that is less than the Response Time and/or Work Completion Time, which will be at the Contractor's risk and carried out at the Contractor's expense as part of the Fees.

1.5 Emergency Call Out

The Contractor must provide a twenty four (24) hours a day, seven (7) days a week emergency call out service to protect, repair and make safe all Sites and to facilitate public access to Sites.

All emergency call out work (including repairs, maintenance etc.) following accidents, storm or wind damage, vandalism, equipment failure or any other causes and valued at less than \$3,000, as reasonably determined by the Principal, is the responsibility of the Contractor and the Contractor is not entitled to any adjustment to the Fees for such work.

Emergency call out work may require cooperation with ACT emergency services, other facilities managers or contractors, and may include but is not limited to emergency cleaning of Sites, the erection of temporary paraweb fencing, the removal of broken or fallen trees and branches and repairs to playgrounds, pump and irrigation systems and the like.

The Contractor must respond and organise the required services to respond to the emergency within one (1) hour of becoming aware of the emergency. Depending on the emergency, the Contractor may need to respond within a period shorter than one hour and may need to complete work to make the Site safe in a shorter time period. The Contractor should liaise with the relevant emergency services, and the Principal immediately in the event of an emergency and must cooperate to make the Site safe.

The Contractor must advise the Principal immediately if it becomes aware of an emergency.

1.6 Security and Keys

The Contractor shall assume responsibility for the security of all locked facilities (except the Old Parliament House Rose Garden gates) within the Sites including access gates, service pits, irrigation controller housings, power boxes, barbecues and the like.

The Contractor is responsible for unlocking the Old Parliament House Rose Garden gates and all locked facilities in the Old Parliament House Rose Gardens on week days. Another contractor engaged separately by the Principal is responsible for locking the gates and other facilities in the Old Parliament House Rose Gardens during week days and for locking and unlocking those gates and facilities on weekends. The Principal will provide a set of keys to all locked facilities the Contractor will have access to within 10 days of date of the Contract. All keys must be returned by the Contractor on request by the Principal or at the expiry or earlier termination of the Contract.

Any requirement to replace keys or install new locks or cylinders arising out of actions by the Contractor or its Subcontractors shall be at the Contractor's expense and there will be no increase to the Fees.

1.7 Declared Fire Seasons

During declared fire seasons in dryland grass areas the Contractor must:

- carry a working firefighting knapsack spray and cabin fire extinguisher (for electrical fires) at all times when mowing; and
- not operate machinery or equipment during periods of total fire bans.

1.8 Vehicle Access

The Contractor shall within the Sites:

- limit vehicle access on grass areas to the minimum necessary;
- adhere to all road rules, including speed limits;
- vary the access routes across grass areas;
- avoid driving on grass when it is frosty or wet or very dry;
- avoid driving on paths (including cycle paths) unless absolutely necessary and only then with all reasonable precautionary measures and hazard warnings in place; and
- notify the Principal of any continued unauthorised vehicular access.

1.9 Dead and Injured Animals Including Birds and Fish

DOGS, CATS AND OTHER LARGE NON-NATIVE ANIMALS

Dead and injured dogs, cats and other large non-native animals must be reported through Canberra Connect on 13 22 81.

Injured waterfowl, including feral waterfowl, must be reported to the RSPCA or WILDCARE (Wildlife Rescue & Emergency Service).

NATIVE ANIMALS

Dead or injured native animals including native waterfowl must be reported through Canberra Connect on 13 22 81.

1.10 Principal Approved Events

Principal Approved Events has the meaning in the Contract. The Contractor acknowledges that Principal Approved Events may be organised and run by third parties (**event organisers**) with the prior written approval of the Principal. Event organisers are required to make good any damage caused as a result of Principal Approved Events.

No provision for event coordination or services associated with Principal Approval Events (**event coordination services**) is included in this Contract. The Contractor is under no obligation to provide any event coordination services for event organisers associated with Principal Approved Events.

By direct agreement between the Contractor and the event organiser, and at the event organiser's cost, the Contractor may negotiate with the event organiser and choose to be involved in event coordination services such as:

- liaison meetings with event organisers;
- advice on the set out of structures, the location of protective / crowd control fencing, and preferred access arrangements;
- services clearances;
- negotiated on-site presence during certain events;
- waste management; and
- other services and work as negotiated and agreed with event organiser.

Payment for these event coordination services will be by direct agreement between the Contractor and the event organisers and this is not the Principal's responsibility and does not form part of the Fees or the Contract.

1.11 Works Depot

The Principal may, but is not obliged to, provide the Contractor with works depot facilities in Commonwealth Park and in the Old Parliament House Rose Gardens. The provision of such facilities will involve a separately negotiated licence agreement based upon availability of suitable premises and rental valuations by the Australian Valuation Office. Payment of rent for works depot facilities and other additional costs associated with the works depot facilities is outside the scope of the Contract and will be negotiated between the Contractor and the Principal.

1.12 Project Quality Management Plan

The Contractor must prepare and maintain a Project Quality Management Plan that will ensure that Services will be delivered in accordance with the Specification. The Project Quality Management Plan is to be prepared and provided to the Principal within twenty eight (28) days of the date of the Contract. It must be updated once every twelve (12) months or as requested by the Principal and provided to the Principal.

The Project Quality Management Plan must specify the processes of the Contractor's Quality Management System that will be applied to the delivery of this Contract. It should identify all elements of the Quality System and procedures that are relevant to the Contract.

Evidence of service delivery work programs must be maintained by the Contractor and will be subject to audit by the Principal. Programs must include at least the following:

- fertilising program for shrubs, trees and turf;
- irrigated grass aeration program;
- mowing program;
- irrigation systems and programs checking;
- park and street furniture cleaning program;
- trees and shrubs pruning program;
- playground inspection program;
- rubbish bin servicing program;
- cleaning program including inorganic mulch surfaces, car parks, paved areas, cycle paths and footpaths;
- edging program; and
- weed control program for all Sites;

The Contractor must also maintain details of audits undertaken by the Contractor to ensure compliance against each of the service delivery work programs.

1.13 Project Occupational Health and Safety Management Plan

In accordance with the Contract, the Contractor must comply with all Legislative Requirements, Standards, applicable Commonwealth policies and the lawful requirements of all Authorities having jurisdiction over the Services or the Sites relating to occupational health and safety.

The Contractor must prepare a Project Occupational Health and Safety Plan for the management of all health and safety issues related to the provision of Services under the Contract. The Plan will be subject to audit and must include, but is not limited to, provision for:

Site responsibility and accountability;

- safety training/induction;
- workplace safety/emergency procedures;
- vehicle, plant and equipment safety; and
- post accident procedures.

MANAGING ASBESTOS

The *Dangerous Substances Act 2004* (ACT), protects the health and safety of people and protects property and the environment from damage from the hazards associated with dangerous substances. The Act includes procedures and duties in relation to handling and reporting of dangerous substances and hazards and risks (as defined in the Act). The Contractor must comply with all relevant parts of the *Dangerous Substances Act 2004* (ACT) in carrying out the Services.

Within 10 days of the date of the Contract, the Principal will provide the Contractor with the Interim Site Environmental Management Plan (Interim Plan) for an area of the Site along Constitution Avenue. The Interim Plan has been prepared by a consultant on behalf of the Principal and it describes known asbestos, as at 24 November 2009, which has been found on or about one of the Sites (along Constitution Avenue and Wendouree Drive, Russell, ACT). The Principal does not represent that the Interim Plan is an exhaustive or final report on all asbestos which may be present on or about the Sites. Indeed, the Principal's consultant will prepare a long term management plan for the Site described above. The Contractor must comply with the recommended actions in the Interim Plan and any long-term management plan for ground maintenance activities, as well as management plans which are prepared for any other Sites.

The Principal will provide the Contractor with a template Managing Asbestos Advisory Form. The Contractor must provide a completed Managing Asbestos Advisory Form to anyone engaged by it to work on any Site which is affected by asbestos. The Contractor must record in the Monthly Report, the name of the company or individuals, type of work, and Sites for which forms were issued. The Contractor must attach copies of the completed Managing Asbestos Advisory Form to the Monthly Report in accordance with clause 13.

1.14 Annual Maintenance Program

The Contractor must prepare an Annual Maintenance Program which sets out daily, weekly and monthly schedules for the provision of Services under the Contract. The schedules should include brief details and locations of the work and services planned including reference to Sites within the maps at Attachment A. The Program should also detail the timing for the submission to the Principal of any reports required under the Contract. The Plan is to be prepared and provided to the Principal within twenty eight (28) days of the date of the Contract. The Plan must be updated annually or as the Principal requires.

2. IRRIGATED & DRYLAND GRASS

2.1 Summary of Contractor Responsibilities

The Contractor's responsibilities for maintenance of all irrigated and dryland grass include:

- mowing;
- edging; and
- other activities such as aeration, fertilising, topdressing and oversowing.

The Contractor is required to maintain:

- irrigated grass such as to provide a dense healthy turf with a uniform green colour; and
- dryland grass such as to provide a uniform, well maintained grass suitable for community use.

Grass growth is to be maintained through mechanical means such as mowing. Hormones or retardants must not be used without the approval of the Principal.

2.2 Mowing

Prior to mowing the Contractor shall:

- remove heavy leaf litter, sticks and other debris;
- remove bottles, glass, cans, paper, cigarette butts and other litter; and
- check all sprinklers in irrigated grass areas and ensure stems are depressed and quick

coupling valve heads are closed.

Grass areas at Acton Peninsula with slopes greater than 1:6 shall be maintained in a tidy condition, using brushcutters or similar.

The Contractor shall cut grass cleanly and maintain it at a uniform height consistent with the ground surface as is practicable and with mowing widths overlapped to achieve complete coverage.

The Contractor shall use mowers suitable for the grass type, maintained and sharpened accordingly and approved by the Principal.

If the grass is wet the Contractor shall avoid mowing, to avoid producing an unclean cut, uneven clipping dispersal, soil compaction and turf damage.

Mowers and other equipment must not be operated in a manner that can cause damage to the grass surface. Sharp turns, skidding, dragging, slicing, or other operative techniques detrimental to the grass surface shall not be used. Access routes for equipment and vehicles across irrigated grass shall be rotated so as to minimise wear.

The Contractor shall mow such that grass clippings are not thrown onto footpaths, roads, ponds, garden beds or any other non-grassed area. The Contractor shall remove grass clippings from all grassed areas or hardstand areas on the same day as mowing.

The Contractor must not damage stems, branches, bark or foliage of trees or shrubs when mowing. To avoid damage, tractors and mowers shall not be used to mow closer than 300mm from trees or shrubs. Any mower damage to trees, structures, shrubs or any other item caused by the Contractor must be rectified in a time and manner approved by the Principal and at the Contractor's cost without adjustment to the Fees.

GRASS HEIGHT

The Contractor shall maintain grass areas such that:

- irrigated grass must be mown at least fortnightly in the growing season between September and April and at least every three (3) weeks out of growing season between May and August to be kept to a height of between 75mm and 100mm at all times of year;
- dryland grass must be mown at least every six weeks to be kept to a height of between 100mm and 150mm at all times of year;
- unsightly clippings must be minimised by raising cutting heights.

2.3 Tree Litter Debris

The Contractor shall remove large sticks (greater than 15mm in diameter) and pieces of bark, from all locations, in order to prevent smothering of grass and fire fuel build up. This removal shall be at a frequency of not less than once per month unless otherwise directed by the Principal. This activity is in addition to other tree maintenance required in clause 5.

2.4 Leaf Removal

In irrigated and dryland grass areas, the Contractor shall not allow autumn leaf fall to remain on the grass for a period of more than one week or unless otherwise directed by the Principal to remove the leaves. The leaves shall be removed before mowing occurs. The removal of leaf litter generally is also described in clause 12.9.

2.5 Edging

The Contractor shall mechanically edge grass bordering all metal edging, concrete and other hard surfaces every four (4) weeks in the growing season (between September and April) and every six (6) weeks in the non-growing season (between May and August) to prevent grass encroachment greater than 40 mm wide. This edging regime shall align with every second mow and shall include but is not

limited to garden beds, service lids, concrete slabs, plinths, concrete kerbs, median strips and footpaths. Edging of hard surfaces with herbicides is NOT permitted.

The Contractor shall remove edge clippings from all Sites by the end of each Working Day.

The Contractor shall maintain the areas immediately around structures set in grass without a hard edge, including but not limited to garden beds, sign posts, gravel paths, trees, and under log barriers in a grass and weed free condition by whipper-snipping or spraying as required with herbicides approved by the Principal. These areas shall be maintained every four (4) weeks in the growing season (between September and April) and every six (6) weeks in the non-growing season (Between May and August). This edging regime shall align with every second mow. Vegetation must not encroach structures without hard edges by more than 100 mm, unless otherwise approved by the Principal.

The areas to be sprayed around an item shall be limited to 100mm beyond the edges of the item.

2.6 Aeration, Topdressing and Weed Control

The Contractor must aerate, topdress and oversow all irrigated grassed areas annually or more regularly if directed by the Principal.

AERATION

The Contractor must aerate all irrigated grass areas at least once a year prior to fertilising. Aeration must be carried out during spring. Compacted areas may require additional aeration. The method of aeration must be coring not slicing.

TOPDRESSING

The Contractor must topdress irrigated and dryland grass areas to correct surface levels and to fill in depressions that are a safety hazard, as a result of use, equipment, installation of utilities or general subsidence.

Topdressing must not be applied deeper than 25mm in any one application, as this smothers the grass and slows down recovery. To repair deep depressions the turf should be cut and lifted, soil added to correct levels and the turf replaced.

The soil used shall be similar in texture to the existing soil. The Principal reserves the right to reject any topsoil that does not meet the requirements in this Specification. Areas that have been topdressed will require oversowing.

WEEDS

The Contractor must control all weeds in irrigated grass areas. The Contractor will propose an annual weed strategy for irrigated grass areas, which is to be approved by the Principal (Annual weed strategy for irrigated grassed areas). The Contractor must propose the strategy within 28 days of the date of the Contract. This is in addition to the Integrated Disease Weeds and Pest Management Plan referred to in clause 1.1. See also clause 7 of this Specification.

2.7 Fertilising

The Contractor must fertilise irrigated grass areas each spring and autumn with a fertiliser that is approved by the Principal.

Excessive fertiliser can burn the grass and cause severe damage. The Contractor must take considerable care to ensure that it is applied evenly and at the correct rate. The fertiliser must be applied when the grass is dry using a purpose-designed machine approved by the Principal. The fertiliser must be thoroughly watered in immediately following application.

All paths, carparks and other hardstands must be swept clean of fertiliser immediately after application.

Each calendar year prior to the spring fertilising, soil samples must be taken from the irrigated grass areas listed in Table 2 for analysis by a registered testing laboratory approved by the Principal to determine the availability and concentration of nutrients within the soil and the soil pH.

Table 2
Soil Test Schedule

<i>Contract Area</i>	<i>Number of Soil Tests</i>
Commonwealth Park	15
Kings Park	5
Aspen Island	2
Acton Peninsula	3
Parliamentary Zone	15
Lodge Park	2

The Contractor must fertilise in spring and autumn according to the recommendations of the testing laboratory.

The soil pH in spring may need to be adjusted by the Contractor according to the recommendations of the testing laboratory. The Contractor must provide copies of the laboratory test reports in the monthly report to the Principal in accordance with clause 13.

The Contractor must take into consideration Principal Approved Events and the areas these occupy so as to gain full advantage of the fertiliser applications.

The costs of fertilising and soil testing including obtaining the laboratory test report are the responsibility of the Contractor and is part of the Fees.

2.8 Monitor For Scarab Grubs

Scarab grubs are a serious turf pest in the ACT. To effectively control the pest in the Sites, the Contractor will monitor all irrigated grass areas from November to February each year. At the Contractor's cost, the Contractor will spray for scarabs in all irrigated grass areas in January when the grubs are near the soil surface and treat all other outbreaks as required.

Monitoring consists of taking soil core samples with the thatch layer attached and examining the samples for the presence of scarab grubs. In the early stages the small scarabs, or 'instars', are located in the thatch layer.

As the scarab or instar grows it burrows down into the soil. Weekly monitoring, counting the number of scarabs observed and recording the number, is required to be undertaken by the Contractor.

As the number increases, to 12 per m², a control program, consistent with the Integrated Disease, Weeds and Pest Management Plan, is to be implemented.

The results of scarab monitoring must be included in the Contractor's Monthly Report to the Principal in accordance with clause 13.

2.9 Lawn and Turf Restoration and Establishment

The Contractor shall maintain all grass areas such that the grass is in a vigorous and healthy condition with full coverage without any areas of damaged, diseased or dead grass. The Contractor is required to submit to the Principal a proposed spring and autumn turf renovation program each year. The spring program is to be submitted by 1 August and the autumn program by 1 February each year.

Any lawn or turf restoration or establishment shall be in accordance with the *ACT Government Standard Specification for Urban Infrastructure Works* Edition 1 September 2002 (Standard Specification). This Specification must be read together with the Standard Specification as required by

this clause 2.9. A copy of the Standard Specification is available at http://www.tams.act.gov.au/_data/assets/pdf_file/0004/34690/SS09_Landscape_01_00.pdf

The seed mix type to be used in all irrigated grass areas is set out in (a) in Table 9.7 of the Standard Specification.

The seed mix type to be used in all dryland grass areas is mix B set out in (b) in Table 9.7 of the Standard Specification.

The Standard Specification is modified by:

(a) altering the first sentence of 9.08.1 to read:

“Bitumen and straw mulch shall be applied to all reseeded areas” and

(b) replacing "ACT Parks and Conservation Service" and "Superintendent" with "Principal".

Where major damage as assessed by the Principal has occurred to the grass due to a public event such as a Principal Approved Event or construction activity, and the Contractor has been directed to undertake work by the Principal, payment may be made as a variation under the Contract funded by the Principal. Payment for work to rectify damage under this clause may also be by direct negotiation between the Contractor and the event organiser.

2.10 Protection of New Works

The Contractor is responsible for the protection of all new grassing (turf or seeded areas) undertaken in accordance with clause 2.9 by installing, as a minimum, temporary paraweb fencing or other fencing approved by the Principal. The fencing shall be maintained in a safe and tidy condition at all times, which will include, but not limited to, protective caps on all-star picket supports.

3. ADDITIONAL SERVICES FOR NATIONAL INSTITUTIONS IN THE PARLIAMENTARY ZONE

3.1 The Museum of Australian Democracy at Old Parliament House

The Contractor must provide, and separately cost the services for the Museum of Australian Democracy at Old Parliament House (MOAD). The map showing the location of the area of the Museum of Australian Democracy at Old Parliament House is attached at Appendix B.

SPECIAL REQUIREMENTS FOR THE MUSEUM OF AUSTRALIAN DEMOCRACY AT OLD PARLIAMENT HOUSE

The water features and park furniture at the Museum of Australian Democracy are maintained under a separate contract and are not part of the scope of this Contract.

The Contractor's responsibility under the 2nd paragraph of clause 1.5 for emergency call out work which is valued at less than \$3,000, does not apply to services at the Museum of Australian Democracy.

The Museum of Australian Democracy has additional requirements for maintenance of roses within the Museum of Australian Democracy area and these are set out in Appendix B.

3.2 The High Court of Australia

The Contractor must provide, and separately cost, the services for the High Court of Australia. The map showing the location of the area of the High Court of Australia is attached at Appendix C.

The scope of works for the High Court of Australia includes only lawn mowing and maintenance in accordance with the Specification. In addition the Contractor is required to remove leaf litter within the High Court of Australia area three (3) times a week during autumn leaf fall or more frequently if

directed by the Principal. All other services for the High Court of Australia will be the responsibility of the High Court of Australia and do not form part of the scope of this Contract.

3.3 The area between the High Court of Australia and the National Gallery of Australia

The Contractor must provide, and separately cost, additional services for the area between the High Court of Australia and the National Gallery of Australia. The map showing the location of the area between the High Court of Australia and the National Gallery of Australia is attached at Appendix C.

In addition to the requirements of the Specification, the Contractor is required to remove leaf litter within the area between the High Court of Australia and the National Gallery of Australia, three (3) times a week during autumn leaf fall or more frequently if directed by the Principal.

4. SHRUBS, VINES, HEDGES AND GARDEN BEDS

4.1 Weeding Garden Beds and Non Grassed Areas

The Contractor shall maintain all garden beds and non grassed areas in a weed free condition at all times during the Contract.

Non grassed areas include, without limitation, paths, kerbs, concreted areas, paved areas, gravelled areas, pebbled areas, median strips, car parks, bridges, the Lake's edge and drain grates.

4.2 Planting

All planting shall be carried out in accordance with the *ACT Government Standard Specification for Urban Infrastructure Works Edition 1 September 2002* (Standard Specification). The Standard Specification is available at

http://www.tams.act.gov.au/_data/assets/pdf_file/0004/34690/SS09_Landscape_01_00.pdf

The Contractor must replace plants that have died, been vandalised, stolen or are in poor health at the Contractor's cost as part of the Fees. No plant substitutions shall be used without prior written approval from the Principal.

Roses replaced by the Principal in Old Parliament House Rose Gardens will be the Principal's cost.

Roses replaced by the Contractor in the National Rose Gardens will be the Contractor's cost.

General planting shall occur in the following months:

- Autumn planting - commence mid March, completed by mid May.
- Spring planting - commence mid August, completed by end of November.
- Winter planting - June to September (deciduous, bare rooted stock only).

Planting times other than the nominated planting may be approved or directed by the Principal. Plant species that are known to be frost sensitive shall not be planted during the Autumn planting period.

The Principal may require additional planting of shrubs, vines or hedges and shall invite the Contractor to provide a quotation for the additional planting but is under no obligation to engage the Contractor for this work. The Contractor may be required to take over new plantings undertaken by another service provider prior to the expiration of the consolidation period for the new plantings. Where the Principal has directed the Contractor to undertake additional planting, payment shall be made as a variation to the Fees in accordance with the Contract. The type of stock for all shrub and tree replants shall be advised by the Principal.

4.3 Staking

All staking must be carried out in accordance with the *ACT Government Standard Specification for Urban Infrastructure Works Edition 1 September 2002* (Standard Specification). The Standard

Specification is available at
http://www.tams.act.gov.au/_data/assets/pdf_file/0004/34690/SS09_Landscape_01_00.pdf

4.4 Mulching

All mulching must be carried out in accordance with the Standard Specification.

The first paragraph of Standard Specification clause 9.10.3 entitled “Spreading”, shall be replaced with:

“Mulches shall be spread to an average depth of 100 mm such that after settlement it finishes even and level with adjacent surfaces”.

The Contractor shall maintain the mulch on garden beds to a minimum depth of 75mm.

The Contractor shall supply and place mulch to match the existing mulch type present.

Mulch shall be free of deleterious and extraneous matter such as soil, weeds and sticks. Organic mulches are to be free of stones.

The Contractor shall take care to avoid mixing soil with the mulch whilst weeding, mulching, planting or carrying out any work within the mulched areas.

4.5 Pruning

The Contractor shall prune in a skilful and professional manner all roses, shrubs, vines, hedges, so as to maintain shape, dense growth and healthy condition, consistent with sound horticultural practice for each species.

The Contractor shall prune at least every three months to provide a clear line of sight and access for pedestrian, cycle and vehicle movement. All cycle paths, traffic and street signs, street lights, footpaths, power lines and pedestrian access paths are to be kept free from encroaching vegetation.

The Contractor shall prune dead, broken or split branches back to the next healthy lateral bud or branch.

The Contractor shall leave all Sites in a neat and tidy condition and shall pick up and remove all pruning material from the Site each day.

The Contractor shall maintain all equipment used for pruning in a clean, sharp condition and in good working order. The Contractor shall not use any pruning equipment unless approval has been obtained from the Principal. The Contractor must make sure that all pruning equipment is free from pests and disease.

4.6 Hedges

Hedges shall be cut at least every six months and maintained such that no variation in height or width occurs greater than 50 mm nor less than 50 mm from the average height or width.

The surfaces of the hedges shall not deviate greater than 50 mm from a 3 metre straight edge laid in any direction in any of the surface planes.

4.7 Fertilising

The Contractor shall fertilise all, shrubs, vines, and hedges at least once a year during the months of September to November with a fertiliser appropriate to the specific plant type to maintain healthy and vigorous growth.

The fertiliser shall be watered in thoroughly immediately after application.

Where irrigation systems are not present, the Contractor shall water in the fertiliser thoroughly by hand.

4.8 Protection of New Works

Where the Contractor has been directed by the Principal to plant new trees or shrubs, it shall be the Contractor's responsibility to protect all plantings by the installation of temporary paraweb fencing.

The fencing shall be maintained in a safe and tidy condition at all times, which will include, but not limited to, protective caps on all-star pickets placed.

4.9 Wisteria

Wisteria is a vigorous deciduous climber that needs regular maintenance. The Contractor will train the wisteria climber to grow over the pergolas.

Each spring, after flowering, the wisteria growth, on top of the pergola, will be cut back hard so as to promote new growth.

At six (6) to eight (8) weekly intervals, the resultant new growth will be shortened back by approx $\frac{1}{3}$ of its length.

The final shortening back will take place by the end of the first month of autumn.

5. TREES

5.1 General

The Contractor shall engage a qualified arboriculturist approved by the Principal to formally inspect all the trees in the Sites once a year and provide a tree condition report to the Principal in a format approved by the Principal (**Annual Tree Condition Report**). These costs form part of the Fees. The Contractor shall obtain new tree location maps when available from the Principal, for this purpose prior to engaging the arboriculturist each year.

The Contractor shall not undertake action recommended in an Annual Tree Condition Report unless directed to do so in writing by the Principal. Where the Contractor is directed to undertake pruning recommended in an Annual Tree Condition Report, it shall be at the Contractor's cost as part of the Fees. The Principal may, but is not obliged to, ask the Contractor to provide a quotation for any tree removal recommended in an Annual Tree Condition Report and if accepted by the Principal, the work will be undertaken as a variation to the Fees in accordance with the Contract.

The Contractor shall be responsible for all tree and shrub maintenance in the Sites. This includes but is not limited to, the removal of fallen limbs or trees due to storm, pest, disease, senescence, vandalism, accidents or any other reason.

Removal shall be within 4 hours of notification by the Principal or the earlier identification by the Contractor in the case of dangerous locations or where further damage or hazards are likely to occur (roads, paths, accesses, services, drains, car parks, etc). Removal in all other locations shall be within 72 hours of notification by the Principal or the earlier identification by the contractor. All trees removed shall be replaced with the species, the and the size of replacement specimen to be advised by Principal and at the Principal's cost.

FORMAL WORKS APPROVAL

The Contractor must submit tree removal proposals to the National Capital Authority for formal works approval before removing any tree. Work shall not proceed until written approval is granted, which may or may not be granted.

5.2 Broken and Fallen Trees

The Contractor is responsible for the removal of all broken and fallen trees in the Sites. The Contractor must grind stumps of all broken or fallen trees in accordance with the requirements described in clause 5.5.

5.3 Broken or fallen branches

The Contractor is responsible for the removal of all broken and fallen branches in the Sites. Broken and fallen branches include all branches regardless of the size of the branch and regardless of whether the branch is attached to the tree or has fallen to the ground.

5.4 Pruning

The Contractor shall be responsible for all tree pruning and shall make an assessment of pruning required as part of the Fees.

The Principal may direct the Contractor to carry out specific tree maintenance after the tree inspections or at other times as required.

All tree pruning shall be carried out under direct supervision of a qualified arboriculturist in accordance with Australian Standard AS 4373-2007.

Pruning shall also satisfy requirements for free pedestrian and vehicle movement, for clear street sight lines, as well as removing physical and visual obstructions from streetlights, power lines and traffic signs.

The Contractor shall prune trees as follows:

LIFTING

All branches in the Sites must be lifted to give clear pedestrian and traffic access and clear sight lines, particularly for vehicles entering and leaving driveways, or approaching intersections.

Branches shall be lifted to a minimum of 2.5m in pedestrian areas, 3m along minor traffic routes and 4.2m on bus routes.

All branches must also be pruned above high water level of all waterways.

SHAPING

Shortening back of heavy limbs and general pruning must be undertaken to give a balanced weight distribution of the tree framework.

REMOVAL OF UNSOUND WOOD

Dead, diseased, cracked or hollow timber, which is more likely to be shed by the tree than sound living branches, must be pruned regardless of the size of the branch and regardless of whether the branch is entirely or partially attached to the tree or has fallen to the ground. This includes branches at any height and includes branches that are suspended in the tree.

REMOVAL OF MULTIPLE LEADERS

Trees with two or more strong leading shoots are prone to splitting, as the tree becomes older and heavier. Where multiple leaders are considered to be a potential hazard, the competing leader must be removed or reduced.

CROWN REDUCTION BY THINNING

Pruning shall be required to minimise hazards due to external stresses such as wind and rain or where a more open crown is desirable.

SERVICE CLEARANCE

Pruning shall be required to avoid interference with power lines, street signs, street lights, or similar structures.

THINNING OF SHELTER BELTS

Pruning shall be carried out on an annual basis or more frequently if directed by the Principal.

STORM DAMAGE PRUNING

Broken branches shall be removed and trees made safe as soon as possible after any storm damage has occurred.

ROOT PRUNING

The Contractor shall keep tree roots pruned to prevent intrusion of waterways, ponds, paths and paved areas both sealed and unsealed. Any damage requiring rectification caused by root intrusion, not previously identified as being pre-existing in the Existing Site Condition Report, shall be the responsibility of the Contractor and at the Contractor's cost.

5.5 Stump Removal

Where trees have been removed, the Contractor shall remove the tree stump using a mechanical stump grinder to reduce the stump to a depth of at least 300 mm below the surface. In difficult areas where it is not possible to use a stump grinder, stumps, which are prone to re-sprouting, shall be poisoned using the safest effective herbicide available.

In a lawn area the Contractor shall remove all excavated soil and wood chip debris before backfilling with 'Type B' topsoil, consolidating and levelling, before replanting with a replacement specimen and placing turf.

5.6 Tree-sucker and self-seeded tree control

The Contractor must keep the Sites free of all tree-sucker plants and self-seeded trees.

Tree-sucker plants and self-seeded trees are to be poisoned when mechanical means are unsuccessful. The herbicides used must not have a detrimental affect on the parent tree. In irrigated grass areas tree-sucker plants and self-seeded trees are to be cut off at ground level and poisoned as soon as they appear.

EXCLUSION

The species *Taxodium distichum* is excluded from this provision as its aerial roots are a landscape feature.

5.7 Tree Management Plans

The Principal shall provide the Contractor with copies of the latest editions of Tree Management Plans and tree location maps when available. When trees have been removed or planted, the Contractor shall provide the Principal with amended copies of the Tree Management Plans and details of removed or planted trees in a format to be advised by the Principal. The Contractor must provide the Principal with the Annual Tree Condition Reports as per clause 5.1 in the format required by the Principal, who will use this information to update the Tree Management Plan and maps.

6. WATER FEATURES

6.1 General Maintenance

The Contractor is responsible for the water features listed in Table 3. All other water features in the Sites are the responsibility of a separate service provider and do not form part of the Contract.

The Contractor must monitor water levels and report any marked leakage or water drop to the Principal.

The Contractor must maintain water features free of undesirable plant species (especially along the perimeter of the pools) and keep willow trees pruned to above the lake water level.

Once a year the Contractor must thin out aquatic plants and cut reeds off to below water level. All cuttings must be removed and disposed of off Site or as directed by the Principal.

The Contractor must program general maintenance works to avoid conflict with Principal Approved Events and aquatic birds nesting times.

The Contractor must not use chemicals near water features nor allow fertiliser runoff into water features.

6.2 Cleaning

As directed by the Principal, or when scheduled as shown at Table 3, the Contractor is required to fully empty the Mirror Pond, the Wading / Sailing Pool, the Marsh Garden canal system and the Native Garden waterfall, remove accumulated silt from the bottom and fully clean out the water feature.

The Contractor must program general maintenance works to avoid conflict with Principal Approved Events and aquatic birds nesting times.

Table 3

WATER FEATURE CLEANING SCHEDULE

Contract Area	Water Feature	Frequency
Commonwealth Park	Nerang Pool	N/A
Commonwealth Park	Lily Pond	Once every 3 years
Commonwealth Park	Mirror Pond (Kangaroo Pond)	Four times a year
Commonwealth Park	Wading / Sailing Pool	Once a year
Commonwealth Park	Marsh Garden canal system	Once a year
Commonwealth Park	Native Garden Waterfall	Once a year
Commonwealth Park	Coranderrk Street Gross Pollutant Trap	Once every two years
Commonwealth Park	Coranderrk Street stormwater canal	Once a year
Kings Park	Stormwater canal between the Emergency Services memorial and Wendouree Drive	Once a year
Kings Park	Drainage canal in the middle of the Park	Once a year

6.3 Water Feature Debris

The Contractor is responsible for removing from the water features listed in Table 3 any debris accessible from the edge of the water feature as soon as practicable. The Contractor shall also conduct debris assessments of the water feature on a monthly basis and include this assessment in the Contractor's Monthly Report required by clause 13.

6.4 Concrete Sumps and Grates

Concrete sumps and grates within the Sites must be inspected by the Contractor on a monthly basis and cleaned as required or as directed by the Principal.

7. DISEASE, WEED AND PEST CONTROL

7.1 General

In accordance with the Contract, the Contractor must comply with all Legislative Requirements, Standards, applicable Commonwealth policies and the lawful requirements of all Authorities having jurisdiction over the Services or the Sites. This includes but is not limited to Legislative Requirements in the ACT and enactments which bind the Crown in the right of the Commonwealth relating to:

- water, air and noise pollution;
- the use of pesticides;
- weeds and invertebrate pests management;
- declared pest plants;
- dangerous goods; and
- the environment.

The Contractor must report instances of plants declared as pest plants under S7 of the *Pest Plant and Animals Act 2005* (ACT) in any of the sites to the Principal.

7.2 Integrated Disease Weeds and Pest Management Plan

The Contractor must provide the Principal with an Integrated Disease Weeds and Pest Management Plan for the provision of Services under the Contract which provides for a system of disease, weed and pest control that employs a range of control measures including mechanical, chemical and biological. The Plan must include but is not limited to a statement of the various procedures to be used, their timing, review processes to assess efficacy and follow up procedures if required. Any training necessary to undertake any measures proposed must be documented. The Plan must also provide for approval by the Principal a list of general and restricted use pesticides and other miscellaneous chemicals proposed for use in the provision of Services under the Contract.

7.3 Pests and diseases of grasses, shrubs, garden beds, hedges and trees up to five metres

The Contractor must notify the Principal as soon as it becomes aware of any occurrences of plant disease, fungal outbreaks, pest infestations or weed invasion.

The Contractor must investigate any occurrences of plant disease, fungal outbreaks, pest infestations or weed invasion as soon as they are detected and treat any occurrence within two (2) days of detection. The general approach is to limit pest control activities to those essential for reasonable establishment, growth and survival of the plants, with a view to allowing them to grow in a natural manner once they are established in the landscape.

7.4 Scarab grubs

Refer to clause 2.8.

7.5 European wasps

The Contractor must report suspected European wasp nests immediately to the Principal and to the Territory and Municipal Services European Wasp Hotline 6162 1914 for advice on identifying European wasps and their control.

7.6 General weed control

Weed control may be undertaken by mowing, other physical methods or treating with herbicides.

Herbicides that can be absorbed by the roots of trees must not be used around or near trees. If the herbicide can be absorbed through the bark of trees it must not be used, or spraying onto the bark must be avoided. The Contractor shall take particular care to ensure that spray drift or direct spray of herbicide is not allowed to contact the foliage or stems of non-target plants.

The weed cover in hard stand and playground softfall areas must not exceed 10% and the height of the weeds must not exceed 100mm.

Vegetation (weed and grass growth) within footpaths and cycle paths, on parkland, open space and on road verges is to be controlled by the Contractor. The vegetation cover within footpaths and cycle paths must not exceed 1% per 100m² and the height of the vegetation must not exceed 100mm.

Vegetation must not encroach over the edge of these paths by more than 100mm. In dryland grass areas chemical edging may be used provided the width of the strip does not exceed 100mm. Chemical edging in irrigated grass areas is NOT permitted.

7.7 Weed control along and adjacent to roads

GENERAL

The Contractor must control and remove weeds along all roads in the Sites. Weeds must be treated a minimum of two (2) times per year. At least one treatment is to be done in the period October to December and at least one treatment is to be done in the period March – May each year.

The weed cover along roads must not exceed 1% and the height of the weeds must not exceed 100mm. The chemicals to be used for this work must be approved by the Principal. A registered spray marker dye must be used with the herbicide.

The spraying of areas where there are no weeds must NOT be undertaken. The spot treatment ONLY of weeds must be undertaken.

Tree suckers must be cut off level with the ground surface and removed.

Spraying must not be undertaken during hot, cold or windy weather or when gutters are full of debris such as leaves. Spray drift must not be allowed to contact and damage desired plants or grass close to or adjacent to roads.

KERBS AND GUTTERS

Kerbs and gutters include the area from the top of the kerb where it joins a footpath or grassed area and to the bottom of the gutter where it joins the road surface, including the joints. The Contractor must treat all growing vegetation within this area including any overhanging the kerb before it encroaches by more than 100mm. Where there is a significant amount of overhanging vegetation, edging by mechanical methods and removal of cut vegetation is preferred.

Continuous chemical edging (by applying a continuous strip of chemical along the grassed areas above the gutter) of the kerb along roads, and footpaths adjacent to any road must NOT be undertaken. Chemical weed control in kerbs and gutters must be a spot treatment process ONLY.

DISH GUTTERS AND STORMWATER GRATES

The Contractor must treat all vegetation, including any overhanging vegetation, growing dish gutters and stormwater grates.

STONE PITCHED WALLS

The area to be treated is from the top of the stone wall where it joins the adjacent surface to the bottom of the wall where it joins the adjacent surface. The Contractor must treat all growing weeds within this area and concrete joints that border adjacent surfaces, plus any overhanging material.

GUARD RAILS, BARRIERS AND BOLLARDS

The contractor must treat any weed material in the surface area within 300mm of the fixture.

MEDIANS, VERGES AND ISLANDS

The area within this zone is the surface of the medians/ islands and concrete joints within these areas. The weed cover within these hardstanding areas must not exceed 10% and the height of the weeds must not exceed 100mm.

ROAD SHOULDER (BITUMEN, GRAVEL, ETC.)

The Contractor must treat all weed material on the surface of the road shoulder and concrete joints. If the road shoulder has a concrete gutter the treatment is as described in kerb and gutters section.

7.8 Weed control in shrub and garden beds

The Contractor must not allow weed cover in shrub and garden beds to exceed 10% and the height of the weeds must not be allowed to exceed 100mm. The Contractor must treat or remove weeds before seeding occurs.

7.9 Weed control in planted native grass sites

Weed cover in planted native grass sites must not exceed 10% and the height of the weeds must not exceed 150mm. The Contractor must treat or remove weeds before seeding occurs.

7.10 Weed control in Hebe beds

The Contractor must remove all weeds in the Hebe beds (Map NCA03) and apply three (3) times per year a granulated pre-emergent herbicide approved by the Principal.

7.11 Tree sucker plant control

The Contractor must keep all Sites free of tree-sucker plants and may use herbicides approved by the Principal when mechanical controls are insufficient. The herbicides used must not have a detrimental effect on the parent tree. Tree-suckers in all irrigated turf surfaces are to be cut-off at ground level and poisoned as soon as they appear

7.12 Procedures to minimise pesticide hazards

The Contractor must as far as possible adopt integrated pest control strategies which minimise pesticide hazards to non-target species and which significantly reduce the need to apply pesticides.

Every effort must be made to maintain optimal growing conditions for plants so that they are better able to out-compete weed species and better able to resist pests and diseases. In all instances manual/mechanical methods of control should be evaluated before pesticides are used.

The Contractor must not use pesticides, fungicides and herbicides close to lakes and streams which pose hazards to aquatic ecosystems and must adopt management practices which minimise the impact of any pesticides, fungicides and herbicides used close to lakes streams or drainage channels.

7.13 Pesticide use and Safety

The Contractor must comply with all ACT and Commonwealth Legislative Requirements associated with pesticide storage and use.

The Contractor and any subcontractors must have a current Environmental Authorisation required under Schedule 1 of the *Environment Protection Act 1997* (ACT) for commercial use of Agricultural and Veterinary (AgVet) Chemicals.

The Contractor must maintain a current register of Material Safety Data Sheets (MSDS) covering all pesticides used by the Contractor and be familiar with their content. The Contractor's safety practices and conditions in the work place must comply with the information provided in the MSDS.

The Contractor must adopt practices and procedures and use equipment which minimise pesticide hazards to employees and to the public including, but not limited to, use of protective clothing, appropriate signage and minimising spray drift.

7.14 Provisions of information to emergency services organisations

The Contractor must provide detailed information of all vehicles carrying pesticides to the ACT Fire Brigade and ACT Ambulance Service for inclusion in their Emergency Manuals. Documentation of pesticides carried in the tanks on vehicles and the Australian Standards Association Emergency Procedures Guide for Pesticides must be carried in the Contractor's vehicle at all times.

7.15 Pesticide usage reports and records

The Contractor must provide a monthly report to the Principal in a format required by the Principal showing daily usage of pesticide and hazardous substances (**Pesticide usage Report**).

The Contractor must keep a register of all pesticides and hazardous substances purchased, stored and used in the provision of Services under the Contract. The register must contain MSDS for all of these pesticides and hazardous substances and be made available to the Principal for inspection at any time.

7.16 Approved pesticides and miscellaneous chemicals

The Contractor must only use the general and restricted use pesticides and other miscellaneous chemicals approved by the Principal. As part of an integrated Disease Weeds and Pest Management Plan., the Contractor must provide for the Principal's approval, a list of general and restricted use pesticides and other miscellaneous chemicals proposed for use in the provision of Services under the contract.

Requests from the Contractor for approval to use a pesticide listed as a Schedule 7 pesticide under the *Therapeutic Goods Act 1989* (Cth) will only be considered by the Principal on a case by case basis.

8. IRRIGATION AND WATERING

8.1 General

The Contractor is responsible for the maintenance and effective working of all the irrigation systems in the Sites. Each system includes all the installation from and including the first valve or fitting after the meter (all sizes of pipes) to each sprinkler head or quick coupling valve (QCV) and all field control units. It includes the meter pit housing and lids, any construction used to house controllers and control systems.

The Principal will provide the Contractor with copies of existing plans (where available) of all irrigation systems in the Sites. The Contractor should note that the installation as shown on existing plans may not represent the actual installation.

The Contractor must service and maintain every component and part of the irrigation system including sprinklers, pipes, dirtboxes, pressure reducing valves, flow meters, backflow prevention devices and controllers in an effective working condition and adjustment. New parts must be used to replace worn and unserviceable parts.

All repair work must be carried out in accordance with:

- the specifications in this document; and
- the *ACT Government Standard Specification for Urban Infrastructure Works* Edition 1 September 2002 (Standard Specification). Any reference in the Standard Specification to the 'superintendent' must be read as a reference to the Principal. The Standard Specification is available at http://www.tams.act.gov.au/data/assets/pdf_file/0004/34690/SS09_Landscape_0100.pdf

The Contractor must monitor and operate the irrigation control systems (ComTrol) in accordance to the Principal's instructions.

No provision shall be made for marking out of services prior to events or projects such as Principal Approved Events as notified by the Principal. Any instruction from the Principal to carry out any marking out services prior to an event or project shall be at the Principal's cost, or if it is a Principal Approved Event, it may be at the event organiser's cost.

The Contractor must arrange irrigation schedules to minimise interference with users of facilities, to prevent disturbance to or during Principal Approved Events and to avoid creating slippery and/or icy conditions on roads and footpaths. The irrigation schedule must include programming to prevent wet or 'boggy' ground, particularly before Principal Approved Events.

The Contractor must shut down irrigation controllers during periods of rain, after 2mm of rain has registered, to prevent water wastage, including times outside regular working hours.

Irrigation shall take place at night whenever possible to minimise evaporation (excluding periods when the areas are in use). Rates of application must not exceed the absorption rate of ground being watered. Runoff must be avoided at all times.

During times when sub zero temperatures are likely to occur, to prevent ice forming, the Contractor must check all sprinklers for leaks, adjacent to paths and roads, on a daily basis. Any leaks must be rectified immediately.

The Contractor shall, when directed by the Principal, vary the setting of irrigation schedules on automatic controllers and adjust individual sprinkler heads. The Principal reserves the right to reset irrigation schedules when it is necessary to do so at short notice. The Contractor shall remain responsible for any repairs to the automatic controllers.

8.2 Types of systems

The Sites are watered by a mixture of irrigation systems and can include both non-potable water and potable water, which include computerised, automatic (electric and hydraulic systems), quick coupling valves and manual movable sprinklers.

8.3 Irrigation plans

The Contractor must promptly and accurately mark on the plans all alterations, additions and any variation discovered or which occurs during the Contract to numbers, types and location of components of the installations to irrigation. The Contractor must promptly submit the amended plans to the Principal. If no plans are available the Contractor must provide to the Principal, a drawing in the format required by the Principal showing all alterations.

8.4 Testing

The Contractor must test all irrigation systems including the operation of the computerised irrigation controllers once a year.

All testable backflow prevention devices must be tested and certified by a licensed plumber every twelve (12) months in accordance with the Canberra Sewerage and Water Supply Regulations.

Whenever testing of the systems is being undertaken, the contractor must display signs to inform the public. The signs must state 'Irrigation system Testing in Progress'.

8.5 Repairs and maintenance

The Contractor must immediately turn off any faulty system and undertake repairs and replacement of parts as necessary. Repairs to all damage as a result of vandalism, or damage done to the system by others is the responsibility of the Contractor.

In September and January, the Contractor must service, clean and check for correct operation all dirt boxes and screens. The Contractor must barricade open pits from access by members of the public to ensure safety. After completion of any work, the Contractor must refit all meter pit lids securely so as not to present a hazard.

Wherever excavation is required to effect service, repairs, replacement or adjustment to any part of the installation, the Contractor must back-fill the area without mixing sub-soil layers with the topsoil. The Contractor must rectify any unevenness after final consolidation by lifting the turf and filling up with topsoil as required. Where existing turf is damaged or otherwise inadequate the Contractor must reinstate it with replacement turf approved by the Principal.

The Contractor must repair or replace any sprinkler that is not working or any malfunction in the system within 48 hours after being observed or after the Contractor has been informed by the Principal. Should the Contractor fail to complete such necessary repair within 48 hours, the Principal may, in its discretion, exercise any or all of its rights under the Contract, including to engage another contractor to carry out urgent works at the Contractor's expense.

In the event of any breakdown of an automatic irrigation system and the Contractor fails to restore the system to automatic function on the required schedule within 48 hours, the Contractor must then manually operate the installation on the required schedule until such time that the system functions automatically. The Contractor may be required to use hoses and portable sprinklers to perform such irrigation.

In the event of any urgent work when the Contractor cannot be contacted or is unavailable the Principal may perform the work and recover from the Contractor the cost of such work based on the Schedule of Rates.

8.6 Reports

The Contractor must provide the Principal with a monthly report in the format determined by the Principal on the operation of all irrigation systems (**Irrigation system operation report**). The report must include but is not limited to the results of all testing undertaken and all repairs, replacements and maintenance undertaken in that month.

8.7 Approved Sprinkler Replacement

All replacement sprinklers must match those remaining in the system into which they are being inserted or be otherwise approved by the Principal. Replacement sprinklers must have an approved check valve included in the replacement assembly whether or not previously included.

8.8 Approved Automatic Valve Replacements

All replacement automatic valves must match those remaining in the system into which they are being inserted or be otherwise approved by the Principal.

8.9 Approved Controller Replacements

All replacement controllers must be approved by the Principal.

Hydraulic controllers being replaced will require a conversion interface to allow use of the preferred replacement controller. An approved in-line filter will be required in the supply tube.

9. PUMPS AND PUMP WELLS

9.1 Confined Spaces

The Contractor acknowledges and agrees that the Mirror Pool valve pit and pump pit, and the Gallipoli Reach pump well are identified as 'confined spaces'. Any person required to carry out work in confined spaces must have 'confined space' training in accordance with Australian Standard AS 2865-2009 "Confined spaces".

9.2 Inspections and Reports

The Contractor shall formally inspect pumps and pump-wells at monthly intervals and provide a written report in a form agreed between the Principal and the Contractor and approved by the Principal. The Contractor must ensure that a complete condition report on each pump is carried out every year by qualified personnel. Payment for these inspections and reports forms part of the Fees.

9.3 Pumps

The following schedule gives a description of each of the pumps which the Contractor must service, maintain and repair if required by the Principal. Complete replacement of pumps and associated equipment is the responsibility of the Principal and will be a variation to the Fees.

Table 4

Pump Location	Description	Comments	Recent Maintenance
Mirror Pond (Kangaroo pond)	Submersible Flygt NP-3085-183MT 463	New pump installed December 2008	Complete overhaul in June 2009
Marsh Garden	Submersible Flygt NP-3102-180-MT462	New pump installed June 2004	
	Flygt NP-3102-181MT 462	New pump installed April 2007	
Native Garden waterfall and	Submersible Flygt NP-3102-180-MT462	New pump installed June 2004	

Wading or Sailing Pool		Flygt NP-3102-181MT 462	New pump installed April 2007	
Commonwealth Place		Grundfos CRE 20-7 system of 6 pumps	New pump system and switching gear installed 2006	
Commonwealth Park		Grundfos Turf Pro 5/6 CRE 45-5 18.5kW 415VF Variant	New Pump installed 2008	
Gallipoli Reach	Lily Pond Coranderrk Street GPT	380 MC VML\VMS Giles & Gaskin Vertical Lineshaft- turbine pump		
	Irrigation (Jacking)	Lowara 1GSL15 4Kw	New pump installed February 2007.	

9.4 Pump wells

The Contractor is responsible for emptying pump wells and de-silting them as required to allow the asset to function to its full potential and to prevent damage to the pumps. This must be carried out at least once a year by the Contractor. Any additional de-silting will be subject to the outcome of the Condition Report referred to in clause 9.2. Several of the pump wells have been designated as “confined spaces”. All work in these areas shall be carried out in accordance with the Australian Standard AS 2865 “Safe Working In A Confined Space”.

9.5 Screens and Filters

The Contractor must ensure that all pump inlet screens and pump-wells are clean to permit complete functional use of the system.

The Contractor must inspect and clean as inlet screens and grates at least daily. During autumn, after storms, on windy days and during Principal Approved Events cleaning may be needed more often.

The Contractor shall remove all litter. Litter includes, but is not limited to, paper, cans, bottles, plastic, dead fish, leaves, branches, debris, reeds, detached aquatic plants and syringes.

The Contractor shall inspect and clean the inlet screen basket in the lake water pump-well at Gallipoli Reach at least monthly. The basket can only be removed by means of a Hi-ab truck or similar lifting device. The basket generally needs cleaning every three months: this is a guide only, as this interval depends on season, prevailing winds, weather in general and level of lake water.

10. GRAVEL PATHS AND HARDSTANDS AND INORGANIC MULCH

10.1 Gravel paths and handstands

The Contractor is responsible for the complete maintenance of all gravel paths and handstands within the Sites (excluding licenced areas) including keeping them free of litter at all times. The Principal will provide the Contractor with a list of licenced areas within twenty eight (28) days of the date of the Contract.

The Contractor must maintain all granite and gravel surfaces including paths, road medians, verges, traffic islands to provide a tidy, safe, smooth even surface. Holes, washouts and uneven levels will require filling and levelling to ensure the surface is free draining. Additional material when added must be the same material and colour as original. It must be compacted to a level and even gradient.

Structural maintenance of roads, carparks, kerbs, gutters, paving (concrete, block pavers, brick, flagstone or other material) is the Principal's responsibility which does not form part of the Contract.

The Contractor must report all injury/trip hazards within the sites to the Principal immediately after they are detected. Any request for action from the Principal to make safe the trip/injury hazard shall be treated as High Priority in accordance with Table 1 unless otherwise directed by the Principal. An injury hazard shall be defined as anything that may foreseeably lead to harm or injury to users of the sites. A trip hazard on paths shall be defined as any height variation of more than 10mm between like or adjoining surfaces.

10.2 Gravel and inorganic mulch

The Contractor is responsible for the complete maintenance of all gravel and inorganic mulch surfaces within the Sites, including keeping them free of sticks, leaves and other debris.

The Contractor is required to maintain the mulch to a minimum cover of 100mm.

The Contractor shall supply and place mulch to match the existing mulch type present. Mulch supplied shall be free of deleterious and extraneous matter such as soil, weeds and sticks.

The Contractor must take care to avoid mixing soil with the mulch whilst carrying out any work within the mulched areas.

11. PARK FURNITURE, PLAYGROUNDS AND PLAY EQUIPMENT

11.1 Park Furniture

GENERAL

Park furniture including seats, tables, drinking fountains, park signs, bollards, barbecues, boom / access gates, picnic structures must be maintained in an operational and safe and clean condition for public use.

All park furniture must be inspected and cleaned weekly by the Contractor to remove all dirt, grime, stains, chewing gum, cobwebs, spilt food and bird droppings.

REPAIRS & MAINTENANCE

Any broken or damaged park furniture must be rated as Emergency in accordance with Table 1 to be made safe until repairs or replacement can be carried out. This can be done by making the park furniture unusable and/or erecting a temporary safety barrier (eg, orange parawebbing) around the item. All repair work or replacement must be approved by the Principal as a variation to the Fees and rated as High Priority in accordance Table 1 and completed within five (5) Working Days.

11.2 Playgrounds and Play Equipment

GENERAL

The Contractor must maintain playgrounds and play equipment within the Sites in accordance with this Specification and the following Australian Standards:

- AS 4685:2004 (Parts 1 to 6);
- AS/NZS 4422: 1996 - Playground Surfacing; and
- AS/NZS 4486.1:1997 - Playground and playground equipment, Part 1: Development, installation, inspection, maintenance and operation

ROUTINE VISUAL INSPECTIONS

The Contractor is required to undertake routine visual inspections of all playground and play equipment to identify obvious hazards that may result from vandalism and use (eg, damaged parts, glass and displacement of softfall).

The routine visual inspection must be carried out at least weekly. Playgrounds and play equipment subject to heavy use and/or vandalism will require more frequent inspection. At some Sites and at certain times of the year daily inspections will be required.

CLEANING, REPAIRS AND MAINTENANCE

At the routine visual inspection of playgrounds and play equipment, the following cleaning, repairs and maintenance work must be carried out:

- all play equipment must be kept clean, tidy and attractive with the removal of litter, debris and grime. All surfaces of play areas are to be kept clean and free from all oil and grease spillage;
- the softfall must be kept free of all sharp objects including glass, and if this material is detected it must be removed immediately;
- the softfall shall be raked smooth and more material added if necessary. exposed equipment footings must be covered. Softfall depth must be at least 250mm;
- any play equipment found in an unsafe condition to users must be made safe immediately until repairs can be carried out. This can be done by locking the item in a position that it cannot be used, removing it temporarily and/or erecting a temporary safety barrier (eg, orange parawebbing) around the item. All repair work must be approved by the Principal and will be undertaken as a variation to the Fees and rated as High Priority in accordance Table 1 and completed within five (5) Working Days.
- all loose components are to be tightened including nuts, bolts, locking pins, screws, fixings and covers. All welds must be complete and secure and missing components replaced. All parts which have become unsafe through normal wear and tear must be replaced;
- all moving parts must be capable of free and normal movement without excessive play. All moving parts, bearings and pivots must be kept lubricated. All excess lubricants must be removed and equipment left clean at completion of the work to ensure that the users of the play equipment do not become contaminated with lubricants;
- all foreign ropes, nails, screws, wire, timber or foreign obstacle which may endanger or trip users must be removed;
- all surfaces and edges must be free of splinters, sharp edges and welds must be smooth. It may be necessary to cut, file and sand items; and
- fibreglass and synthetic components are to be maintained free of cracks and brittleness, rough edges, fractures and weakened areas; and timber and metal surfaces are to be painted or protected with other products to prevent cracking, fading, splintering, corrosion, rust and decay.

SOFTFALL

New softfall must be double sieved and free of any contaminating materials such as wood particles, splinters, twigs, pine needles, stones, soil or any other rubbish or extraneous material.

It must not contain particles larger than 50mm in width or length

RUBBER SOFT FALL MAINTENANCE

Rubber softfall must be maintained as one single plane with no imperfections in the surface area including cuts, tears, splits, burns, holes, punctures or depressions. Rubber surfaces must be kept free of litter, both sharp and organic, to minimise the incidence of accelerated abrasive wear. Pressure cleaning with water will be required to enhance the appearance and reduce any foliage staining.

Damaged areas will be treated as an exception to Table 1 and must be rendered safe immediately and repairs are to be carried out within forty-eight (48) hours of the Contractor first becoming aware of the damage. The Principal must be notified immediately of vandalism, and if a facility or part thereof is required to be closed, while repairs are being carried out. All repair work must match the existing softfall in colour, impact resistance (Australian Standard 4422:1996), and substance quality. No gaps will be permitted in-between repaired and existing rubber softfall.

Rubber softfall is not affected by mild water based detergents. Mineral oils and or mineral based cleaning substances are not permitted on rubber surfaces. Thinners, mineral turpentine or paint removers are not to be used, as this will affect the structure of the surface binder. Stains and residues are to be removed using water or, a soft scrubbing brush and mild water based detergent. Chewing gum is best removed with a citrus-based cleaner such as Dissolvit™ or similar. Ensure that the citrus oil is allowed to penetrate and soften the gum before attempting removal. The detergent and debris must be thoroughly rinsed from the rubber surface with water. Water left on the rubber surface will soak through the surface into the playground drainage system.

PLAYGROUND EQUIPMENT MONTHLY SAFETY INSPECTION

The play equipment monthly safety inspection is a detailed inspection to check the operation of the play equipment especially for wear and the stability of the equipment and the safety of the area where the equipment is installed.

The Contractor must carry out the play equipment safety inspection at least monthly and complete a play equipment safety checklist and provide it to the Principal.

The play equipment safety checklist must address the criteria outlined in Australian Standard AS/NZS 4486.1:1997

12. CLEANING, LITTER AND RUBBISH REMOVAL

12.1 General

The Contractor must maintain the Sites at a high standard of cleanliness and in an attractive and fully operational state, so that they are kept free of litter, dirt, grime, unsightly stains, graffiti, weeds (including in bus shelters and kerbs, gutters and roads), hazards, pests (including feral cats and birds such as Starlings and Indian Mynas), dead animals and damage at all times.

The Contractor must inspect the Sites daily and undertake remedial work as necessary so that the Sites are maintained to the standards required by this Specification. The Principal may also direct the Contractor to conduct cleaning activities at any time as required.

12.2 Graffiti

The Contractor is responsible for the removal of all occurrences of graffiti and for the re-application of anti graffiti coating to the area affected. Response times for removal of graffiti will be an exception to Table 1.

The Contractor must report all graffiti within twelve (12) hours of sighting to the Principal. Before commencing and after the removal of graffiti, the Contractor shall photograph the location of the graffiti at the Site and include copies of the photographs with the monthly report as specified in clause 13. The Contractor must remove the graffiti and apply anti graffiti coating to the affected area within two (2) Working Days of sighting the graffiti or the earlier notification by the Principal.

Where the removal of graffiti and application anti graffiti coating cannot be effected within two days of observation of the graffiti or earlier notification by the Principal, then a temporary coating must be applied to protect the asset until the work can be completed.

The cost of removing instances of graffiti and restoring the anti graffiti coatings forms part of the Fees under the Contract.

Principal may direct the Contractor to carry out periodic renewal of, or initial applications of, "complete" anti graffiti coatings. Any such "complete" coating work so directed shall be paid as a variation to the Fees and valued using the Schedule of Rates.

12.3 Litter Bins

There are existing in-situ bins in certain locations in the Sites and the Contractor must supplement these with additional mobile litterbins throughout the Sites.

The Contractor shall supply **150** wheelie bins each with 240 litre capacity in the numbers and locations approved by the Principal. Any request for additional bins over and above existing requirements shall be a variation to the Fees in accordance with the Contract.

The Contractor must empty, wash and disinfect bins immediately if there is evidence of offensive waste or health risk materials or as directed by the Principal. The Contractor shall empty all bins daily and ensure they are cleaned and disinfected once every three (3) months or as directed by the Principal.

Bins are to be maintained in good condition and must be replaced if necessary by the Contractor at the Contractor's expense.

12.4 Litter Picking

The Contractor shall check and litter pick all Sites as set out in Table 5 and at other times as directed by the Principal.

Litter includes but is not limited to organic material, glass, cans, bottles, paper, plastic, syringes, cigarette butts and any other litter as instructed by the Principal.

Table 5

LITTER PICKING

Asset type	Specification	Minimum Frequency
All irrigated grass areas, shrub bed, garden beds paved areas (including but not limited to concrete block pavers brick, and flagstone) and car parks.	Litter levels not to exceed a density of more than five (5) items of litter per 1,000m ² (including items of litter <50mm across)	All areas must be inspected daily and all litter removed
All roads, kerbs and gutters	Litter levels not to exceed a density of more than ten (10) items of litter (>50mm across) per km of road verge or median strip	All areas must be inspected daily and all litter removed
All paths (including gravel paths)	Litter levels not to exceed a density of more than five (5) items of litter per 1,000m ² (including items of litter <50mm across)	All areas must be inspected weekly and all litter removed
Underpasses, bridges and steps	Litter levels not to exceed a density of more than ten (10) items of litter (>50mm across) per km of bridge or per 1,000 m ²	All areas must be inspected at least fortnightly and all litter removed
All inorganic mulch surfaces	Litter levels not to exceed a density of more than five (5) items of litter per 1,000m ² (including items of litter <50mm across)	All areas must be inspected at least fortnightly and all litter removed

12.5 General Cleaning

The Contractor shall thoroughly clean all park furniture and fixtures, including but not limited to lights, drinking fountains, each week on Monday.

12.6 Accumulated Debris

The Contractor shall remove accumulated debris on inorganic mulch, hardstands and paved areas, steps and paths, in gutters, on sumps and roads and carparks weekly or more frequently as directed by the Principal.

12.7 Steam and pressure cleaning

The Contractor shall steam pressure clean all hard standing (excluding carparks) and paved areas at least once every three (3) months to remove all dirt, stains, spilt food, grime grease, chewing gum and any extraneous material. The temperature pressure must be set to achieve the removal of chewing gum without damaging the surface.

Following completion of cleaning, the area must be left to dry in a clean non-slip condition. The Contractor must place appropriate signs to indicate any slippery conditions

12.8 Site Boundaries – General

Generally at the edges of the Sites, the practical boundary for litter picking [as distinct from the actual cadastral boundaries] is the back of the kerb including the road as applicable. Along Lake Burley Griffin, the Contractor shall clean up to the top lake-side edge of the wall.

12.9 Leaf Removal

The Contractor is required to remove leaf litter within the Sites (including carparks) once a week during the autumn leaf fall or more frequently if directed by the Principal. Where leaves pose a safety risk (on footpaths, stairs, in gutters or other areas as directed by the Principal) leaf litter must be removed every two (2) days. The above response time is an exception to the response time in Table 1.

13. REPORTING

The Contractor must provide the Principal with a monthly report detailing the Services undertaken and the condition of Sites (**Monthly Report**). This Monthly Report is in addition to the following reports:

- Pesticide usage Reports (monthly) in accordance with clause 7.15;
- Irrigation system operation reports (monthly) in accordance with clause 8.6;
- Pump inspection reports (monthly) in accordance with clause 9.2;
- Playground and play equipment safety reports (monthly) in accordance with clause 11.2; and
- any other reports referred to in this Specification.

The Monthly Report shall be in a format to be approved by the Principal and shall include at least the items detailed in Table 6. The Monthly Report is to be submitted to the Principal as part of the Contractor's monthly invoice and must be included in order to be a correctly rendered Invoice.

Table 6

MONTHLY REPORT

Section Heading	Minimum Content
Incidents and emergency callouts	List of all incidents reported and emergency callouts during the month, how these were resolved and whether or not required timeframes were met
Services performed	<p>A report on Services performed that month accompanied by a copy of the relevant map from Attachment A indicating where the activity took place. These Services must include but are not limited to:</p> <ul style="list-style-type: none"> • Copies of completed Managing Asbestos Advisory Forms • Tree pruning (note purpose) • Tree sucker removals • Mowing mulching aeration topdressing and fertilising of grass • Lawn restoration • Soil testing results • Planting water features cleaned and debris assessments • Graffiti removals • Cleaning and litter picking • Routine visual inspections of playgrounds and play equipment
Condition reports	<p>A brief report on the general condition of all hard and soft landscaping in the context of the Existing Site Condition Report during the first twelve (12) months and in the context of the Annual Site Condition report for subsequent months.</p> <p>The report shall include an assessment of the improvement or deterioration of the hard and soft landscaping material relative to the benchmarks set in the Condition Reports.</p> <p>Where deterioration in condition is noted the Contractor shall indicate the reasons and what action is being taken for improvement.</p>
Asset Management System information	The Contractor must provide the information in the manner and format compatible with the TechnologyOne Works and Assets Management system used by the Principal and agreed as part of the provision of the transition in services.

The Principal will conduct random checks of the Sites on a regular basis to confirm the information provided in the Monthly Reports. If the Principal finds that there are errors or inconsistencies in information provided in the Monthly Reports as a result of the Site visits, the Principal may, without prejudice to any of its rights under the Contract or otherwise at law:

- (a) require the Contractor to re-submit its Monthly Report with the correct information including an adjustment of the Fees to reflect the actual Services carried out during the period;
- (b) require the Contractor to perform at the Contractor's expense, those Services identified in the Monthly Report as having been carried out but which were not carried out; or
- (c) set-off against the next Invoice, the value of the Services which, in the Principal's opinion, have not been satisfactorily carried out

APPENDIX A.

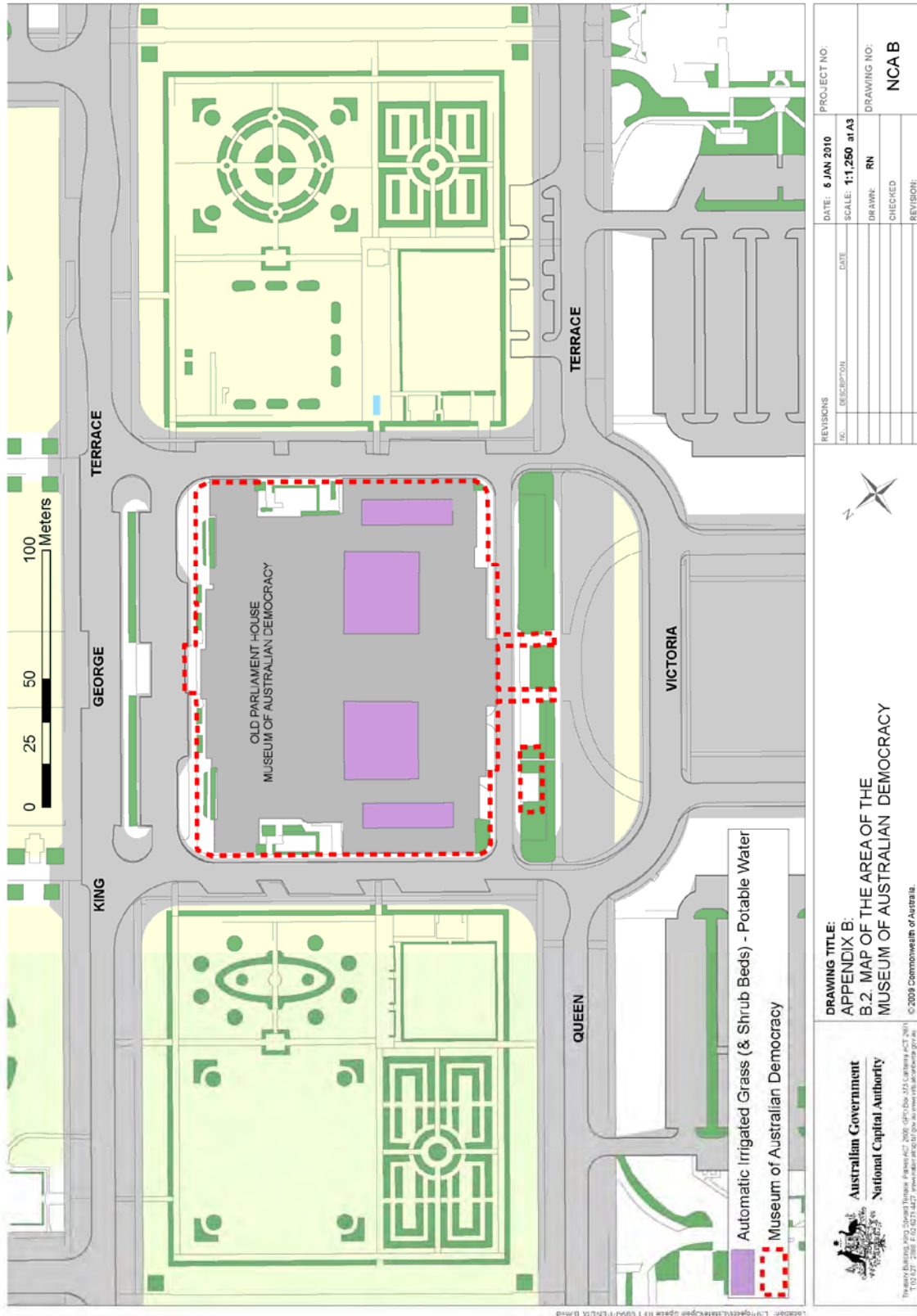
A.1. Maps of Sites

The maps of the Sites are released as a separate attachment called 'Appendix A to Specification'.

APPENDIX B.**B.1. Museum of Australian Democracy at Old Parliament House****B.1.1. Requirements for maintenance of roses at Museum of Australian Democracy at Old Parliament House:**

- a) The Museum of Australian Democracy at Old Parliament House contains heritage roses which are of significant value. No roses are to be removed without prior written approval from the Principal which may be withheld or refused at their absolute discretion;
- b) Roses shall be maintained to a high horticultural standard and shall be free flowering, healthy, and free of summer pests and diseases;
- c) Rose beds shall contain plants which are evenly and uniformly planted and with no gaps or poorly developed specimens;
- d) Roses shall be pruned annually in June/July and tip pruned in February;
- e) Beds shall be maintained free of sucker growths (less than 5% of the plants to have sucker growths of more than 200mm high). Remove all sucker growths at least twice per season or at regular intervals throughout the flowering season;
- f) Dead flower heads shall be removed up to 3 times through the flowering season;
- g) All prunings shall be removed from the Site within the day of pruning, no pruning material is to be left on Site;
- h) Organic fertiliser such as Blood and Bone (or equivalent approved by the Principal) shall be applied annually in September/October, and as required throughout the year to maintain healthy and vigorous growth;
- i) An even coverage of mulch shall be maintained to a depth not less than 75mm and not greater than 100mm. Rose Beds: organic or composted mulch material to be used (peas straw, straw, straw/manure, mushroom compost, etc.) to no greater than 100mm in depth. Rose garden surrounds: Organic mulch or fine branch and bark mulch to be used no greater than 75mm in length and 20mm in diameter;
- j) Soil pH shall be between 6.5-7;
- k) Soil shall be prepared at the end of summer prior to planting. Organic composted humus or manure shall be incorporated into the soil;
- l) Planting shall be carried out in autumn;
- m) Rose plants shall be trained onto growing structures (gazebos, pillars, arches). Soft tie material shall only be used. Remove any growth that may block paths or that may be harmful to passing public;
- n) Rose beds shall be maintained free from weeds 50mm no greater than 5% weed coverage. Control of weeds must be carried out to a scheduled program approved by the Principal; and
- o) Plants shall be kept free of fungal disease and aphids. Control of pests and disease must be carried out to a scheduled program approved by the Principal.

B.2. Map of the area of the Museum of Australian Democracy



NO.	REVISIONS	DESCRIPTION	DATE

DATE:	6 JAN 2010	PROJECT NO.:	
SCALE:	1:1,250 at A3	DRAWING NO.:	NCA B
DRAWN:	RN	CHECKED:	
REVISIONS:			

DRAWING TITLE:
APPENDIX B:
B.2. MAP OF THE AREA OF THE
MUSEUM OF AUSTRALIAN DEMOCRACY

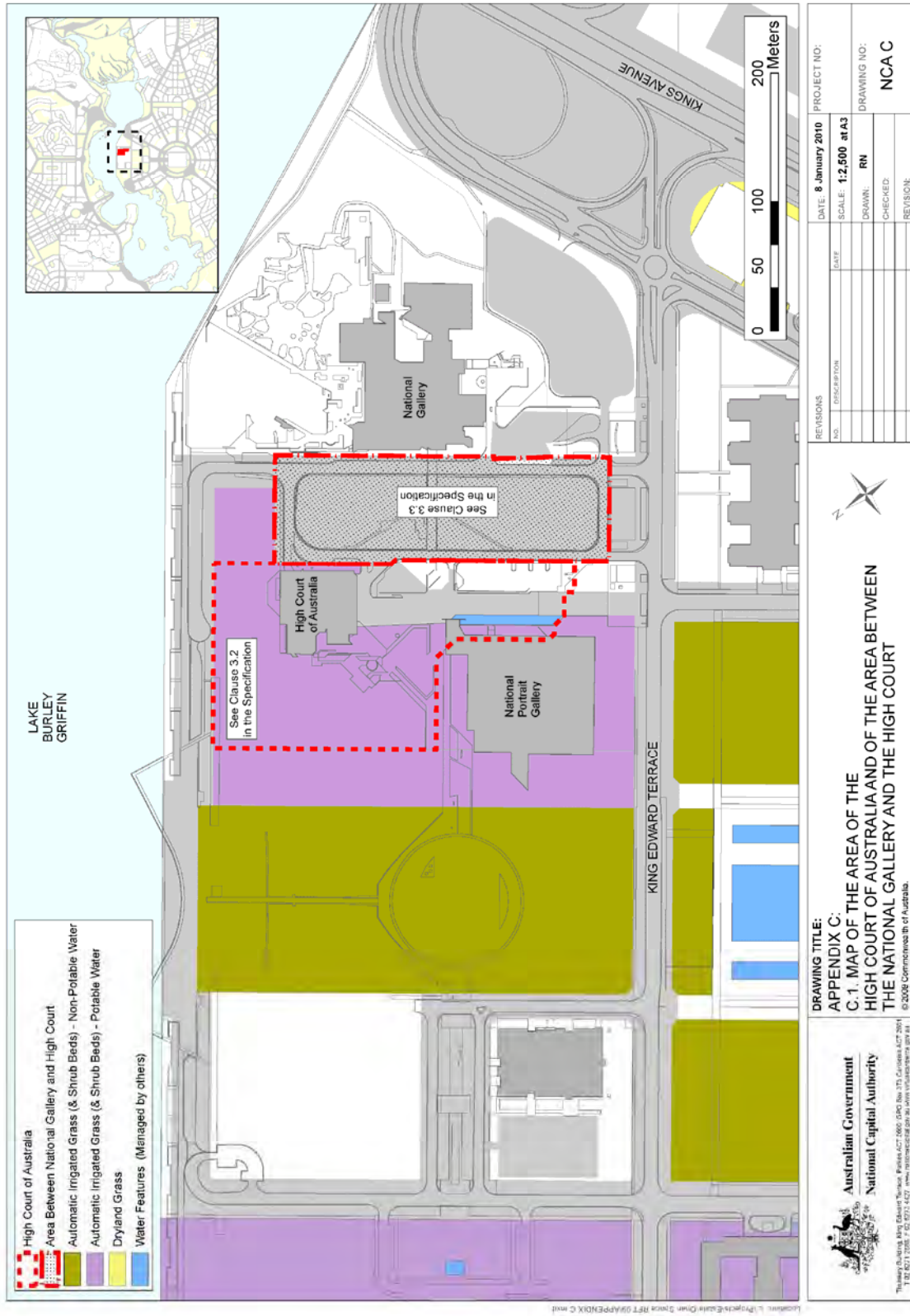
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APPENDIX C.

C.1. Map of the area of the High Court of Australia and the area between the High Court of Australia and the National Gallery of Australia





NATIONAL CAPITAL AUTHORITY

Management of Maintenance of Infrastructure on National Land

Schedule 3

Statement of Requirements

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1. Interpretation

1.1.1. In this Statement of Requirements, unless the contrary intention appears all capitalised terms have the following meanings:

Approved Corrective Maintenance	means Corrective Maintenance which is approved by the Agency, or the Agency Project Officer in accordance with clause 4.7.2;
Area	means that part of a Site identified in the Asset Register;
Asset	means an item owned by the National Capital Authority which is identified in the Asset Register;
Asset Register	means the indicative register of Assets set out in Attachment A;
Asset Management System (AMS) T1 WAM	means the computer system Technology One Works and Assets Management System used by the Agency and Service Provider as part of the Services for the management of the maintenance and control of the Property;
Complaint	means an expression by any Person of dissatisfaction in relation to the performance or non-performance of the Services by the Service Provider, its Personnel or Subcontractors;
Condition Assessment	means the inspection by the Service Provider of the Property to identify the current state of the Property against the original state of the Property and Corrective Maintenance to be carried out in accordance with clauses, 4.3 and which will form part of the Condition Assessment Report;
Condition Assessment Report	means a report required to be compiled by the Service Provider.
Condition Assessment Schedule	means the schedule to the Condition Assessments developed by the Service Provider.
Corrective Maintenance	means the part of the Maintenance Services to be provided by the Service Provider.
Defect	means any fault, deterioration, deficiency or imperfection in the functionality, utilisation or cost of use of any Property and includes failures and breakdowns;

Deliverables	<p>means the:</p> <ul style="list-style-type: none"> a. Condition Assessment Schedule; b. Condition Assessments; c. Maintenance Management Plan; d. Condition Assessment Reports; e. Maintenance Program; f. Preventive Maintenance; g. Approved Corrective Maintenance; h. Asset Management System; i. Reports;
Element	means a physically distinct component of Property identified or described in the Asset Register;
Exterior Lighting Assets	means the lighting assets identified in the Asset Register;
Facility	means the whole of the establishment site that serves a purpose or performs a function. This includes the land and civil infrastructure in addition to the Property identified or described in the Asset Register;
Key Performance Indicators	means the key performance indicators set out in clause 5 and evaluated in accordance with the Contract;
Maintenance Management Plan	means the plan describing the Service Provider's management of the Maintenance Services including in relation to quality assurance, environmental management and work health and safety, which the Service Provider is required to develop pursuant to clause 4.4;
Maintenance Program	means the document scheduling and describing the Preventive Maintenance Services, which the Service Provider is required to develop pursuant to clause 4.5;

Maintenance Services	<p>means:</p> <ul style="list-style-type: none"> a. Preventive Maintenance; b. Corrective Maintenance; c. maintenance of the Asset Management System; d. carrying out Condition Assessments; e. producing and updating Condition Assessment Report; f. Corrective Maintenance; g. maintaining, monitoring and operating the Building Management System; h. management of Complaints and Defects, <p>in accordance with the Contract and this Statement of Requirements;</p>
Non Conformance	has the meaning in AS/NZS ISO 9001:2000 ‘Quality Management Systems—Requirements’;
Parts	means a part, material or object that is required to perform the Services and includes components and consumables;
Preventive Maintenance	means that part of the Maintenance Services to be provided by the Service Provider as described in clause 4.6 and includes management of Complaints and Defects;
Preventative Maintenance Attachments	means the Preventative Maintenance Schedules and the Preventative Maintenance Service Requirements;
Preventative Maintenance Schedules	means the schedule of Preventative Maintenance as outlined within Attachment B;
Preventative Maintenance Service Guides	means the service requirements in respect of Preventative Maintenance attached at Attachment C;
Property	means any physical object, including each Element, Asset, or Facility which may be identified in the Asset Register that the Service Provider is required to maintain in accordance with the Contract and this Statement of Requirements;
Report	means any report the Service Provider is to prepare as required by the Contract or this Statement of Requirements;

Resolution Time means the maximum time in which the Service Provider must satisfactorily rectify a Defect or resolve a Complaint in accordance clause 4.7;

Services means the:

- a. performance of the Maintenance Services;
- b. production of the Deliverables; and
- c. anything incidental to those services or any other obligations of the Service Provider under the Contract or this Statement of Requirements;

Site means a site where Property is located, or any other location where the Service Provider provides Services which includes the indicative locations in the Asset Register;

1.1.2. In this Statement of Requirements, unless the contrary intention appears:

- a. words importing a gender include any other gender;
- b. words in the singular include the plural and words in the plural include the singular;
- c. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- d. words importing a person include a partnership and a body whether corporate or otherwise;
- e. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- f. use of the term 'including' is not intended to be a term of limitation;
- g. a reference to a clause means a clause in this Statement of Requirements unless expressed to the contrary.

2. Property to be maintained

2.1.1. The Property to be maintained is listed in the Asset Register.

3. Working hours and availability

3.1.1. Subject to clause 3.1.3, the Services will be undertaken between the hours of 7.00 am and 5.00 pm Monday to Friday, excluding Saturdays, Sundays and public holidays in the Australian Capital Territory (**Normal Working Hours**).

3.1.2. During Normal Working Hours, the Service Provider must have at least one representative on duty, and will have approved standing arrangements for staff as 'back up' or on 'stand by'. These arrangements must be detailed by the Service Provider in the Maintenance Management Plan.

3.1.3. The Service Provider must perform:

- a. Corrective Maintenance outside the Normal Working Hours for rectification of urgent Defects, or when the work would otherwise disturb staff, visitors or other users or conflict with the use and operation of the Property in particular for Licensed Premises; and
 - b. all External Lighting assessments outside Normal Working Hours in dark conditions provided public safety is preserved and the lights are operating.
- 3.1.4. The Service Provider acknowledges that industrial agreements may stipulate minimum payment rates for labour, including for situations where the Service Provider will be required to use its Personnel and Subcontractors to work outside Normal Working Hours. The Service Provider agrees that:
- a. it will, and it will ensure that its Subcontractors fulfil their respective obligations under any industrial agreement that may apply to its performance of the Services; and
 - b. the Fees in the Contract for performance of the Services include amounts in respect of any loading or overtime payable to the Service Provider's Personnel and Subcontractors under any industrial agreements because of their performance of the Services outside Normal Working Hours.
- 3.1.5. The Service Provider must establish and maintain standing arrangements, including a 'call centre' for the purpose of responding to urgent minor repairs or Defects or Complaints (such as ice hazards on roads and other traffic and pedestrian hazards), so that a member of the Service Provider's Personnel is contactable by the Agency at all times. The provision of an automated or mechanised answering service does not satisfy this requirement. The Service Provider must detail these arrangements in the Maintenance Management Plan.
- 3.1.6. The Service Provider shall respond to requests for Maintenance Services on a 24 hour, 7-day per week basis. The Service Provider shall respond to any reported Defects or Complaints by attendance at the location of the Defect or Complaint and carry out rectification of Defects or resolution of Complaints within the Resolution Time in accordance with clause 4.7.

4. Deliverables

4.1. Summary of Deliverables

Condition Assessment Schedule and Condition Assessment Report	4.2
Condition Assessments of Infrastructure and Miscellaneous Civil Assets.	4.3
Maintenance Management Plan	4.4
Maintenance Program	4.5
Preventive Maintenance	4.6
Corrective Maintenance	4.7
Asset Management System	4.8

4.2. Condition Assessment Schedule and Condition Assessment Reports

- 4.2.1. The Service Provider must, within 3 months following the Commencement Date, develop a Condition Assessment Schedule detailing the rolling schedule of Condition Assessments which will be undertaken as part of its ongoing maintenance and updating of the Condition Assessment Reports.

- 4.2.2. The Condition Assessment Schedule is for infrastructure and miscellaneous civil Assets (as specified in clause 4.3 below);
- 4.2.3. The Service Provider must undertake internal and external Condition Assessments on all buildings, infrastructure, miscellaneous civil assets, Asset Elements or fixed plant and equipment including but not limited to those identified in Attachment A and B of this Statement of Requirement.
- 4.2.4. The Service Provider must ensure that all Condition Assessment Reports are accurate as at the date of undertaking the inspection and include the state of repair of each respective item in the Condition Assessment Report.
- 4.3. Condition Assessments of infrastructure and miscellaneous civil Assets.**
- 4.3.1. The Service Provider must, within 3 months of the Commencement Date, develop and undertake an initial Condition Assessment detailing conditions on the following infrastructure;
- a. miscellaneous facilities;
 - b. infrastructure - roads;
 - c. infrastructure - paths;
 - d. infrastructure – signs;
 - e. infrastructure – temporary electrical power boxes;
 - f. infrastructure - bridges;
 - g. infrastructure – stormwater; and
 - h. Miscellaneous civil assets.
- 4.3.2. Subject to clauses 4.3.3 and 4.3.4, the Service Provider must undertake Condition Assessments for the infrastructure listed at clause 4.3.1, at a minimum, on the following basis;
- a. Condition Assessment of miscellaneous facilities six monthly;
 - b. Condition Assessment of roads quarterly
 - c. Condition Assessment of paths quarterly;
 - d. Condition Assessment of signs quarterly;
 - e. Condition Assessment of temporary electrical power boxes annually;
 - f. Condition Assessment of bridges annually;
 - g. Condition Assessment of stormwater annually; and
 - h. Condition Assessment of miscellaneous civil assets to be determined by the Service Provider.
- 4.3.3. The Condition Assessment Schedules for the Property listed at clause 4.3.1 will be updated depending on the initial Condition Assessment Report. The Agency may require the Service Provider to develop additional Condition Assessment Schedules on an irregular basis and such cost will form part of Corrective Maintenance.
- 4.3.4. After the initial Condition Assessment, the proposed Condition Assessment timings detailed in clause 4.3.2 may be altered by the Service Provider, provided the Service Provider receives prior written approval from the Agency Project Officer.

- 4.3.5. The Condition Assessments of the infrastructure identified in clause 4.3.2 must include:
- a. assessments of such characteristics as the aesthetics of infrastructure (including general appearance, colour, surface integrity, alignment and tightness of fit);
 - b. compliance with Legislative Requirements;
 - c. functional performance of systems;
 - d. any Moral Rights pertaining to the infrastructure;
 - e. the state of repair and the acceptability of defects, stability, cracks, deflections from the original placement, changes in dimensions, corrosion, matting, colour fastness, efflorescence, moisture movement, staining, spalling, loss of particulate;
 - f. operational conditions such as noise, vibration or heat generation, water ponding or algae growth; and
 - g. in relation to subordinate Elements of the Property involving electrical power, basic electrical checks must be performed with common test equipment.
- 4.3.6. The Service Provider must undertake Condition Assessments and provide the Condition Assessment Reports within 28 days of completing the Condition Assessment specified in the Condition Assessment Schedule.
- 4.3.7. Payment for the Condition Assessment Reports will form part of the Lump Sum component of the Fees in accordance with the Contract.
- 4.3.8. The Service Provider must develop and provide the Agency Project Officer, a Condition Assessment checklist to ensure that the Property is thoroughly and consistently inspected and the physical condition accurately noted and reported monthly. The delivery of this checklist shall be a precondition for payment by the Agency of the invoice for that month and forms part of the Lump Sum for the Maintenance Services in accordance with the Contract. The parties agree that the Agency may use the Condition Assessment checklist for its own internal purposes.
- 4.3.9. Each Condition Assessment Report must identify Corrective Maintenance to be undertaken on the relevant Property over a three-year period (per quarter basis). The recommended Corrective Maintenance should also be reported in the Recommended Corrective Maintenance.
- 4.3.10. The Condition Assessment Reports shall, as a minimum, include the following information;
- a. Asset details – name, identification number and location;
 - b. physical condition with a condition score;
 - c. functionality;
 - d. compliance with Legislative Requirements with any applicable Standards;
 - e. brief scope of recommended remedial/cyclic/refurbishment works/alternatives;
 - f. justification for refurbishment works;
 - g. risk to public safety, asset protection and the implications of not proceeding with the works;
 - h. relative priority; and
 - i. Photograph/s.

- 4.3.11. To ensure uniformity of interpretation, the required performance, extent of deterioration and unacceptable condition for the standard specified for each Element of the Property must be agreed between the Agency and the Service Provider.
- 4.3.12. If the Agency requests that the Service Provider develop such additional Condition Assessment Reports:
- a. the Service Provider will develop a rolling schedule to conduct Condition Assessments on the Property listed in clause 4.3.1;
 - b. the maintenance and updating of the Condition Assessment Report in respect of these items will form part of the Service Provider's general maintenance and updating of the Condition Assessment Report as part of its performance of the Maintenance Services; and
 - c. in consideration of the additional work involved in maintaining the Condition Assessment Report for the Property listed at paragraph 4.3.1, the fees payable to the Service Provider for performance of the Maintenance Services will form part of the Lump Sum component of the Fees in accordance with the Contract.
- 4.3.13. The Agency may, at its discretion, request that the Service Provider undertake Condition Assessments and provide, as part of the Condition Assessment Reports, a report on the condition of any other Asset or item at any time. The fees payable for this will form part of the Lump Sum component of the Fees in accordance with the Contract.

4.4. Maintenance Management Plan

- 4.4.1. The Service Provider must establish and maintain corporate policies, systems and plans for the Maintenance Management Plan which include the following:
- a. quality assurance in accordance with AS/NZS ISO 9001:2000;
 - b. work health and safety in accordance with AS/NZS 4804:2001; and
 - c. environmental management in accordance with AS/NZS ISO 14001:2004.
- 4.4.2. The Agency requires the policies and plans for the items in clause 4.4.1 a to c to be incorporated in an integrated Maintenance Management Plan in accordance with Australian Standards guide HB 139-2003 "Guidance on Integrating the Requirements of Quality, Environment, and Health and Safety management System Standards."
- 4.4.3. Without limiting the requirements of ISO 9001:2000, AS/NZS 4804:2001, or AS/NZS ISO 14001:2004, the Service Provider must establish and maintain a Maintenance Management Plan and provide this to the Agency within the first month after the Commencement Date. The Maintenance Management Plan must include:
- a. common elements and structure of project quality plans;
 - b. work procedures for all high risk activities particularly those involving work at height, confined spaces and electricity;
 - c. the use of Preventive Maintenance service Reports which clearly list the normal/routine services to be performed with provision:
 - i. to identify details of the actual work carried out;
 - ii. to record comments regarding other work that should be undertaken;

- iii. for the signatures of the persons receiving and supplying the service; and
 - iv. for periodic review to identify trends in overall performance and additional work that may be required;
 - d. the use of Condition Assessment Reports which clearly list the condition of the Asset and the recommended corrective maintenance:
 - i. to identify details of the service being carried out;
 - ii. to record comments regarding other work that should be undertaken;
 - iii. for the signatures of the persons receiving and supplying the service; and
 - iv. for periodic review to identify trends in overall performance and additional work that may be required;
 - e. procedures for compulsory and timely reporting of safety incidents to the Agency Project Officer and provision of assistance to the Agency to meet its responsibilities under Legislative Requirements;
 - f. details of the external and internal auditing system including quality assurance audits; and
 - g. a complaints policy system in accordance with AS ISO 10002-2006 'Customer satisfaction - Guidelines for complaints handling in organizations (ISO 10002:2004, MOD).'
- 4.4.4. The Service Provider must engage an independent third party accredited auditor to undertake an audit of the Service Provider's Quality Management System (QMS), in each year of the Contract and provide a report (quality assurance Report). The quality assurance audit must assess the Contractor's compliance against the Service Provider's QMS. The audit must be conducted in the period of February to March each year.
- 4.4.5. The quality assurance Report:
 - a. must be delivered to the Agency by the 31st of March each financial year; and
 - b. must be provided to the Agency Project Officer with its monthly progress claim for March of that year;
 - c. is a precondition for payment of the invoice for that month.
- 4.4.6. The Service Provider must rectify all Non Conformances (within the Service Provider's control, including of its Personnel or Subcontractors) detailed in the quality assurance Report by the 30th of June each financial year.
- 4.4.7. The Service Provider must provide an assessment of the rectifications by the third party accredited auditor by the 31st July of each financial year (rectification Report). The rectification Report shall be provided to the Agency Project Officer with the monthly progress claim for July and it is a precondition for payment of the invoice for that month.
- 4.4.8. Within 30 days of the end of each financial year during the Contract Period, or whenever requested by the Agency Project Officer, the Service Provider must submit a statement of compliance in the form of a statutory declaration, signed by a member of the Service Provider's Specified Personnel, stating that all work and services provided under the Contract have been carried out strictly in accordance with the Maintenance Management Plan.

4.4.9. All costs associated with the third party accredited auditor described in clauses 4.4.4 to 4.4.8 shall form part of the Lump Sum component of the Fees in accordance with the Contract.

4.5. Maintenance Program

4.5.1. The Service Provider must develop a Maintenance Program within 2 months of the Commencement Date. The Maintenance Program must be updated by the Service Provider and delivered to the Agency by the 31st of July each year and include a description of the timing of the Maintenance Services to be undertaken during the Contract Period.

4.5.2. The Maintenance Program must include the following:

- a. a schedule of Preventive Maintenance (as specified in clause 4.6);
- b. a schedule of other Corrective Maintenance Services – if and when known (as specified in clause 4.7); and
- c. details of any other Maintenance Services to be undertaken including their duration, cost, key dates, including a start and end date.

4.5.3. The Service Provider must deliver the Maintenance Program in a Gantt chart form, in Microsoft Project or Excel format in either a hard copy or an electronic version.

4.5.4. The Service Provider must deliver the Maintenance Program to the Agency for approval. The Service Provider must not carry out any Maintenance Services until the Maintenance Program has been approved by the Agency and/or the Agency Project Officer.

4.5.5. The Service Provider must update the Maintenance Program on a regular basis. The updated Maintenance Program shall be provided to the Agency on a monthly basis. It is a condition for payment of the invoice for the month that the Service Provider has provided that month's update of the Maintenance Services. The Service Provider may provide updates on the Maintenance Program in either a hard copy or an electronic version as required by the Agency.

4.5.6. The maintenance management program must be developed using the minimum service Schedules outlined in attachment B.

4.6. Preventive Maintenance

General

4.6.1. From the Commencement Date, the Service Provider must carry out the Preventive Maintenance at the frequencies and dates listed in the Preventative Maintenance Schedule and the preventative maintenance requirements in line with attachment C

4.6.2. After the Service Provider has provided the Agency with a Maintenance Program it will be incorporated with the Preventative Maintenance Service Guides to obtain the agreed frequencies and dates for Preventative Maintenance during the Contract Period.

4.6.3. The Preventive Maintenance Attachments are the 'minimum' service requirements based on manufacturer's guidelines and Legislative Requirements. If the Service Provider discovers any discrepancy between the Preventive Maintenance Attachments and the Asset Register, it must

immediately advise the Agency Project Officer in writing. The Agency Project Officer will direct the Service Providers of the interpretation and construction to be followed.

- 4.6.4. The Service Provider must verify the accuracy and completeness of the information in the Preventive Maintenance Attachments within two months of the Commencement Date. The commencement dates of each sequence of Preventive Maintenance activities for each Property must be such that it follows the existing regime of maintenance where it is identifiable, or where it is not identifiable, the first activity must be the Preventive Maintenance service at the greatest time interval.
- 4.6.5. When developing the Maintenance Program, the Service Provider shall incorporate all the specific Preventive Maintenance activities in the Preventive Maintenance Attachments (including the stated scheduled frequencies), but amended as is necessary to ensure that the Preventive Maintenance activities:
- a. meet all Legislative Requirements;
 - b. preserve performance, especially for air conditioned environments and are developed using the asset criticality ratings;
 - c. maintain required Standards [including manufacturer's servicing instructions or recommendations of industry associations];
 - d. minimise breakdown events; and
 - e. reduce overall life-cycle costs.
- 4.6.6. Where, during the Contract Period, it becomes apparent that the type and frequencies of activities in the Maintenance Program do not satisfy the requirements in clause 4.6.5, the Service Provider must advise the Agency Project Officer of necessary changes. The Service Provider must obtain the Agency Project Officer's prior written approval before making any amendments to the Maintenance Program.
- 4.6.7. Any amendment to the scope of the Maintenance Program made pursuant to clause 4.6.6 shall form a part of the Preventive Maintenance so that it will be part of the Lump Sum component of the Fees in accordance with the Contract.
- 4.6.8. When undertaking Preventive Maintenance the Service Provider must undertake visual conditions assessments in an "on the go" basis and inform the Agency Project Officer in writing if Corrective Maintenance needs to be taken on any particular Asset.

Exterior Lighting

- 4.6.9. The Service Provider shall perform monthly inspections on the exterior lighting Assets.
- 4.6.10. Inspection of the exterior lighting Assets will commence on the first Business Day of each month. A comprehensive Report resulting from the inspections shall be provided electronically to the Agency Project Officer on the 8th Business Day of each month, in either Microsoft Word or Microsoft Excel format.
- 4.6.11. The Report shall state the following with respect to the exterior lighting Assets:
- a. inspection date;

- b. name of inspectors;
 - c. inspection start time and end time;
 - d. location, problem (number or group of lights out, faults, cause etc). (Note: bridge lighting must be reported as – Carriageway (Nth / Sth), Side (Left / Right), and percentage of lights out.);
 - e. date of previously completed works;
 - f. any outstanding works;
 - g. inspector comments and recommendations; and
 - h. any additional information required by the Agency Project Officer (or its nominee).
- 4.6.12. Pedestrian lighting is a subset of the exterior lighting Assets. The Service Provider must ensure the pedestrian lighting in an Area or car park (including car park lighting, being lighting that requires a lift to replace the blown lamps or the internal lighting of each car park) is not reduced by 20% or more of the total number of lamps in that Area or car park.
- 4.6.13. Pedestrian crossing lighting is a subset of the exterior lighting Assets. The Service Provider must ensure the pedestrian crossing lighting is operational at all times. Should the Service Provider find this element to be not operating during the monthly checks they are to notify the Agency Project Officer immediately and rectify this lighting within (1) Business Day of being authorised by the Agency Project Officer to replace the blown lamps.
- 4.6.14. The external lighting is controlled by time clock and or PE- cell. Adjustments to the time clocks for events such as ANZAC Day and daylight savings time will form part of the Lump Sum component of the Contract.
- 4.6.15. The Service Provider must establish a surveillance routine, ensuring that it informs the Agency Project Officer when the number of blown lamps is approaching 20 % of the total number of lamps in that Area or car park, and must replace the blown lamps within five (5) Business Days of being authorised by the Agency Project Officer to replace the blown lamps.
- 4.7. Corrective Maintenance**
- 4.7.1. The Service Provider is responsible for carrying out Corrective Maintenance on the Property, including without limitation:
- a. managing and responding to Defects or Complaints;
 - b. executing recommended capital works;
 - c. responding to Condition Assessment Reports;
 - d. rectifying damage from external events;
- 4.7.2. Before carrying out any Corrective Maintenance the Service Provider must obtain the Agency Project Officer's prior written approval. Once Corrective Maintenance is approved in writing by the Agency Project Officer it is Approved Corrective Maintenance.

Timeliness

- 4.7.3. The Service Provider must respond to a Defect or Complaint by attendance at the location of the Defect or Complaint as soon as practicable, but in any case within the Response Times specified in the table at clause 4.7.5 below.
- 4.7.4. In the event of a series of Defects or Complaints being reported simultaneously, the Service Provider must prioritise its response to those Defects or Complaints in accordance with the table in this clause 4.7.4 (with those Defects or Complaints classed as 'emergencies' accorded the highest priority, and those classed as 'low' priority accorded the lowest priority):

Priority Codes

PRIORITY CODES	Factors involved in Defect or Complaint				
	Safety risk	Operation failure	Preservation risk	Statutory breach	Minor failure
1 Emergency	Probable	Certainty	High Risk	-	-
2 High	Possible	High Risk	Probable	Certainty	-
3 Low	Minimal	Possible	Unlikely	Probable	High Risk

- 4.7.5. The Agency will direct the Service Provider as to the priority level of a Defect or Complaint. The Service Provider must rectify each Defect and/or resolve each Complaint within the Resolution Times stated below, or as otherwise directed by the Agency.

Resolution Times

Priority Codes	Resolution Time
1 Emergency	2 hours
2 High	2 days
3 Low	2 weeks

- 4.7.6. The Service Provider must ensure the safety of the public and the preservation of Property at all times. This may mean that the Service Provider needs to respond to a Defect or Complaint within a time that is less than the Resolution Time.
- 4.7.7. To ensure public safety and to preserve Property, the Service Provider may only be able to carry out an initial 'fix' of the Defect or Complaint. If this occurs, the Service Provider must notify the Agency in writing immediately and propose a scope of works, program and a cost estimate for the rectification or response. Subject to the Agency's approval, the Service Provider may be required to complete a permanent rectification of the Defect or Complaint as soon as possible thereafter.
- 4.7.8. The Service Provider must provide any information the Agency Project Officer may require from time to time in relation to Defects or Complaints.

Record-keeping

- 4.7.9. The Service Provider must maintain a register listing Defects and Complaints and the steps it has taken to remediate such Defects or to respond to such Complaints. Where a Defect or Complaint is detected by or reported to the Service Provider either directly or via the Agency, the Service Provider shall enter all relevant details (including priority codes) into this register.

- 4.7.10. When the Service Provider has rectified a Defect or resolved a Complaint, it shall enter all relevant details into this register. The Service Provider must provide this register to the Agency when requested by the Agency

4.8. Asset Management System

- 4.8.1. The Service Provider shall utilise the Agency's Asset Management System (AMS) to maintain comprehensive detailed records of all Services planned and performed to ensure a full service history is maintained for all Property. The Agency currently utilises the Technology One Works and Assets (T1 WAM) system to manage the Property under its control. The T1 WAM stores records of valuation, condition, work completed, and work required.
- 4.8.2. The Service Provider is responsible for all costs of maintaining the AMS and training of its Personnel in the use of the Agency's AMS, and these costs are deemed to be incorporated into the monthly invoice issued by the Service Provider as part of the Lump Sum component of the Fees.
- 4.8.3. The Agency will provide the Service Provider with remote access to the Agency's AMS via a secure IT link. The Agency will provide security keys as required to enable a live database. The Agency will provide limited training to enable the Service Provider's nominated person to access and utilise the Agency's AMS system.
- 4.8.4. The Service Provider is to provide a secure IT system capable of facilitating access to the Agency's AMS. All costs associated in setting up and maintaining this system is the responsibility of the Service Provider.
- 4.8.5. The following information is mandatory. The Service Provider must use the AMS when:
- a. planning, establishing, and maintaining the Maintenance Program;
 - b. planning or undertaking Preventive Maintenance;
 - c. undertaking Condition Assessments;
 - d. undertaking Corrective Maintenance; and
 - e. capturing new assets or those not already identified on the AMS system.
- 4.8.6. The AMS must be updated by the Service Provider whenever any Preventive Maintenance or Corrective Maintenance is planned or performed or where there are changes to the Property or its condition. The Agency will not pay the monthly Maintenance Services part of the Fees if the AMS has not been updated with this information for the month in question.
- 4.8.7. The Agency's AMS system is to be utilised for the generation of work orders for reactive maintenance. Works orders will be approved by the Agency's Project Officer through this system.

5. Key Performance Indicators

5.1. Description of KPI's

- 5.1.1. The Key Performance Indicators (KPI's) measure the specific works and Services to be performed by the Service Provider on Property including infrastructure, Facilities and Assets owned and administered by the Agency.

- 5.1.2. To ensure success and effectiveness of the Contract, the Agency Project Officer will monitor the Service Provider using the KPI's below. The 3 areas of measurement are:
- a. Resolution Time;
 - b. quality of Maintenance Services
 - c. standard of Reporting;
- 5.1.3. Each section will be weighted equally, totalling 100%.
- 5.1.4. The Service Provider is required to establish a suitable template and is to record all necessary information to enable the Service Provider to provide accurate Reports against the KPI's.
- 5.1.5. Consequences in relation to failing to achieve minimum levels of KPI's are described in the Contract.
- 5.2. Resolution Time**
- 5.2.1. The Service Provider must to address all Defects, Complaints and Corrective Maintenance in accordance with the Priority Codes requirements in clause 4.7.
- 5.2.2. This KPI will be further measured by the nature of Complaints from the public, the Agency, the Agency Project Officer, Site visits and/or routine spot checks of service records.
- 5.2.3. A report must be provided outlining the achieved Resolution Times against the relevant priority code of each reactive maintenance item engaged.
- 5.3. Quality of Maintenance Services**
- 5.3.1. The Service Provider must to complete all Preventive Maintenance and Corrective Maintenance to a high standard expected by the Agency.
- 5.3.2. This KPI will be measured by the following:
- a. all Property is maintained to a high standard;
 - b. the Service Provider is to be proactive in its approach to the performance of the Services and the upkeep of the Property;
 - c. the Service Provider maintains the Property in a manner which takes into account the overall life cycle costing of the Property;
 - d. the Service Provider assists the Agency to meet its obligations under Legislative Requirements and in respect to public safety;
 - e. the Service Provider assists the Agency in resolving maintenance issues concerning the Licenced Premises; and
 - f. the Service Provider performs the Services in accordance with any applicable Standards.
- 5.3.3. This KPI will also be measured by Complaints by the public, visits to the Sites by the Agency Project Officer or routine spot checks of service records.



Australian Government
National Capital Authority



File No: 15/380/03
 Ref 260601

Ms Emma Thomas
 Director General/Project Director
 Capital Metro Agency
 GPO Box 158
 CANBERRA ACT 2601

Scott. we have already received the need to check approach to scope & information to bidders.

Dear Ms Thomas

Light Rail Project: Parking

The National Capital Authority (NCA) is continuing to work with the Departments of Finance (Finance) and Defence (Defence) to reach an agreed position and formalise the Commonwealth's view about the light rail proposal within the Russell precinct.

Finance is currently assessing the full extent of the impact of light rail on Commonwealth land, and whilst no agreed position has been reached about the matter, Defence has advised the NCA that should light rail extend into the Russell precinct it is their expectation that there can be no net loss of car parking spaces in the Russell precinct as a result of the light rail proposal.

Replacement car parking spaces would be expected to be provided within the precinct and at the expense of the ACT Government. There are options that are available for replacement car parking and the NCA would be happy to discuss these with you further.

Should you require further information or clarification, please direct your enquiries to Andrew Smith on (02) 6271 2806.

Yours sincerely,

Schedule 2.2(a)ii

Malcolm Show
 Chief Executive

29 November 2015

Building the National Capital in the hearts of all Australians



Andrew Barr MLA

CHIEF MINISTER

TREASURER

MINISTER FOR ECONOMIC DEVELOPMENT

MINISTER FOR URBAN RENEWAL

MINISTER FOR TOURISM AND EVENTS

MEMBER FOR MOLONGLO

The Hon. Malcolm Turnbull, MP
Prime Minister
Parliament House
CANBERRA ACT 2600

Dear Prime Minister

Thank you for meeting with me on Tuesday 24 November 2015. I found the meeting to be very productive and I trust it was the same for you. I look forward to working with you to progress the mutually beneficial goals of the ACT and the Commonwealth of Australia.

Since meeting with you, I have been advised of a potential risk to the proposed extension of Canberra's light rail network to the Russell precinct.

As you may be aware, the Territory is currently considering the extension of its light rail project from the city to Russell, via Constitution Avenue. Part of the light rail alignment will follow the existing Russell Drive road reserve. As a result of the requirements of the National Capital Authority (NCA) for their approval of the light rail alignment, Russell Drive will also need to be widened. This will impact on blocks in Sections 80 and 88 of Russell (I refer you to the attached drawings for further detail).

The NCA and the Capital Metro Agency have developed a very constructive working relationship. This relationship has helped facilitate the planning of the project in a manner that is both transparent and consultative.

This land is currently a mixture of undeveloped land and existing surface car parks. I am advised the blocks impacted by these works are within the management responsibilities of either the Department of Defence or the Department of Finance. In addition to these land reserves, the NCA is responsible for the road reserve. All of the land comprising Constitution Avenue and the Russell precinct is national land owned and managed by the Commonwealth.

ACT LEGISLATIVE ASSEMBLY

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Facebook: Andrew.Barr.MLA Twitter: @ABarrMLA



CANBERRA

During its consultations with the above agencies, the Territory has discussed options for appropriate land access and tenure arrangements over the national land on which the proposed alignment sits. I understand that the Territory has proposed the Commonwealth licence the land to the Territory to allow it to construct and operate the light rail system through the selected private consortium (managed by the Territory through a Public-Private Partnership). The Territory's proposal is for a short term licence for the construction phase of the project and a long term licence to undertake operations.

While cognisant of the administrative land arrangements between Commonwealth agencies in relation to the land comprising the alignment, the Territory's preference is that these licences are granted by one agency on behalf of the Commonwealth. The Territory believes the most appropriate agency for this purpose is the NCA. In light of this, I understand that draft licences were provided to the NCA on 5 November 2015.

For the ACT Government to make a considered decision on how to proceed with the extension of its light rail project to Russell, the Territory requires the Commonwealth to make its decision on licensing arrangements in December 2015. It is anticipated the Territory will then be able to make its decision on how to proceed with the extension in January 2016.

I have been made aware that there is a possibility that the Commonwealth may not meet this timeframe, which will greatly impact on the Territory's ability to make a decision on the making of the extension.

Adding to the wider benefits light rail will bring to Canberra, the proposed Russell extension will be extremely beneficial to the Commonwealth agencies in the Russell precinct. Should the extension to Russell be included as a part of Stage 1 construction work (Gungahlin to the City), the extension will provide more than a 30% increase in patronage numbers. In addition the extension creates a range of real possibilities for Commonwealth agencies to reduce their costs and environmental footprint by creating an alternative to using private or workplace vehicles.

I seek your support in ensuring a timely coordination of decisions regarding land access as not to place the option for the Russell extension at risk.

Thank you again for meeting with me, I appreciate your assistance in this matter.

Yours sincerely

Andrew Barr MLA
Chief Minister

From: [Sanberg, Steven](#)
To: [Schedule 2.2\(a\)](#)
Cc: [Lyll, Scott](#); [Anderson, Steve](#)
Subject: Capital Metro - Russell Extension Operational and Construction Phase Areas
Date: Monday, 7 December 2015 2:55:38 PM
Attachments: [2207526A_GIS_065_A3.pdf](#)
[image001.png](#)
[image002.png](#)

Hello [Schedule 2.2\(a\)](#)

As requested for the purposes of the Licensing discussion, please find attached drawings showing the initial areas for the two project phases. As discussed with Scott, these boundaries may be required to change as the scope, design and methodology is refined through selection of Preferred Proponent, Works Approval, Construction and Commissioning.

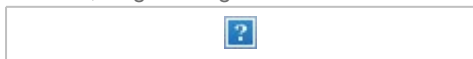
These drawings should suffice for this stage of our discussions. Additional detail can be resolved as we progress.

Regards,

Steven.

Steven Sanbergs

Director, Engineering



T [Schedule 2.2\(a\)](#) | E steven.sanbergs@act.gov.au

GPO Box 158, Canberra ACT 2601

www.capitalmetro.act.gov.au








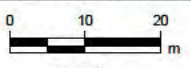

Please consider the environment before printing this e-mail.

PRELIMINARY DRAFT



Legend

-  Delivery phase area
-  Operational phase area
-  Construction compound

Map: 2207526A_GIS_065_A3	Author: 		 1:1,000
Date: 12/08/2015	Approved by: 		
Data source: -	Coordinate system: GDA 1994 MGA Zone 55		Scale ratio correct when printed at A3






CAPITAL METRO Canberra's Light Rail Project
Russell Extension Delivery and Operational phase areas
 Sheet 1 of 11


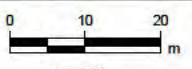
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PRELIMINARY DRAFT



Legend

-  Delivery phase area
-  Operational phase area
-  Construction compound

Map: 2207526A_GIS_065_A3	Author: Schedule 2.2(4)		 1:1,000
Date: 12/08/2015	Approved by: Schedule 2.2(4)		
Data source: -	Coordinate system: GDA 1994 MGA Zone 55 Scale ratio correct when printed at A3		

CAPITAL METRO Canberra's Light Rail Project
Russell Extension Delivery and Operational phase areas
Sheet 2 of 11



CAPITAL METRO CANBERRA'S LIGHT RAIL PROJECT

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PRELIMINARY DRAFT

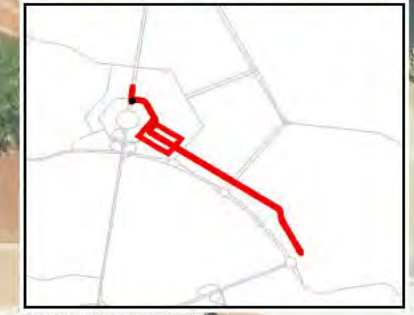
NANGARI STREET

CITY




CONSTITUTION AVENUE



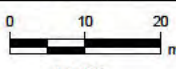
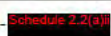
LONDON CIRCUIT

ALLARA STREET



Legend

-  Delivery phase area
-  Operational phase area
-  Construction compound

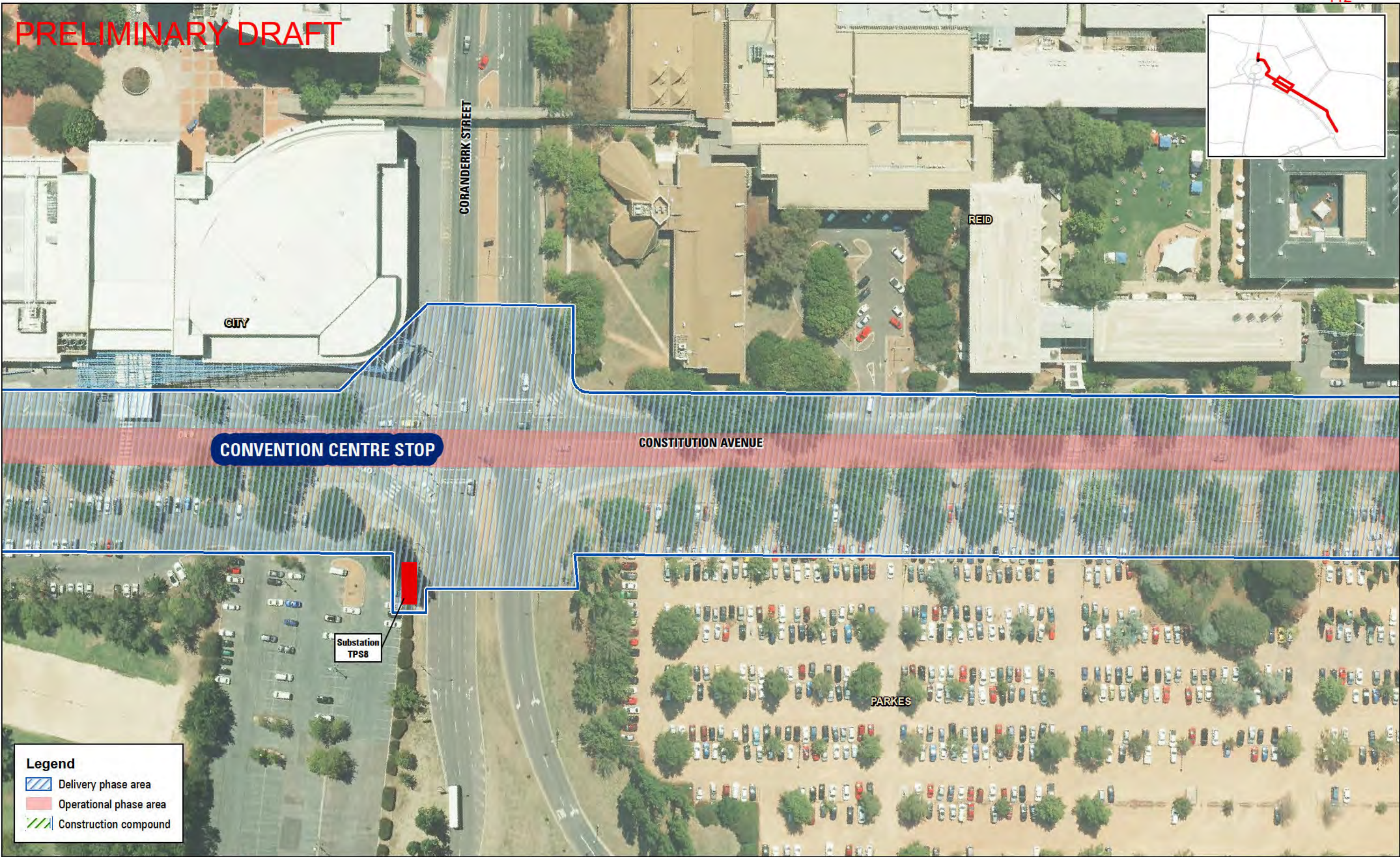
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CAPITAL METRO Canberra's Light Rail Project
Russell Extension Delivery and Operational phase areas
Sheet 3 of 11

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PRELIMINARY DRAFT



CONVENTION CENTRE STOP

CONSTITUTION AVENUE

Substation TPS8

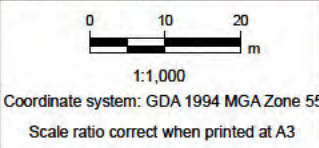
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Legend

- Delivery phase area
- Operational phase area
- Construction compound

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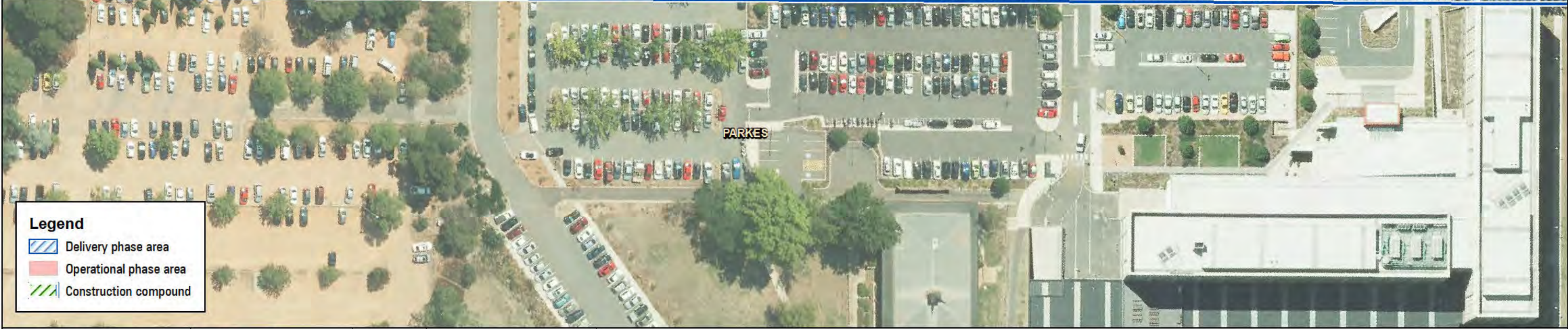
Author:
 Approved by:






CAPITAL METRO Canberra's Light Rail Project
 Russell Extension Delivery and Operational phase areas
 Sheet 4 of 11

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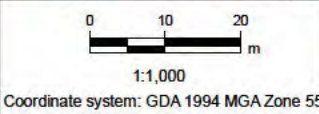


Legend

-  Delivery phase area
-  Operational phase area
-  Construction compound

Map: 2207526A_GIS_065_A3
 Date: 12/08/2015

Author: 
 Approved by: 



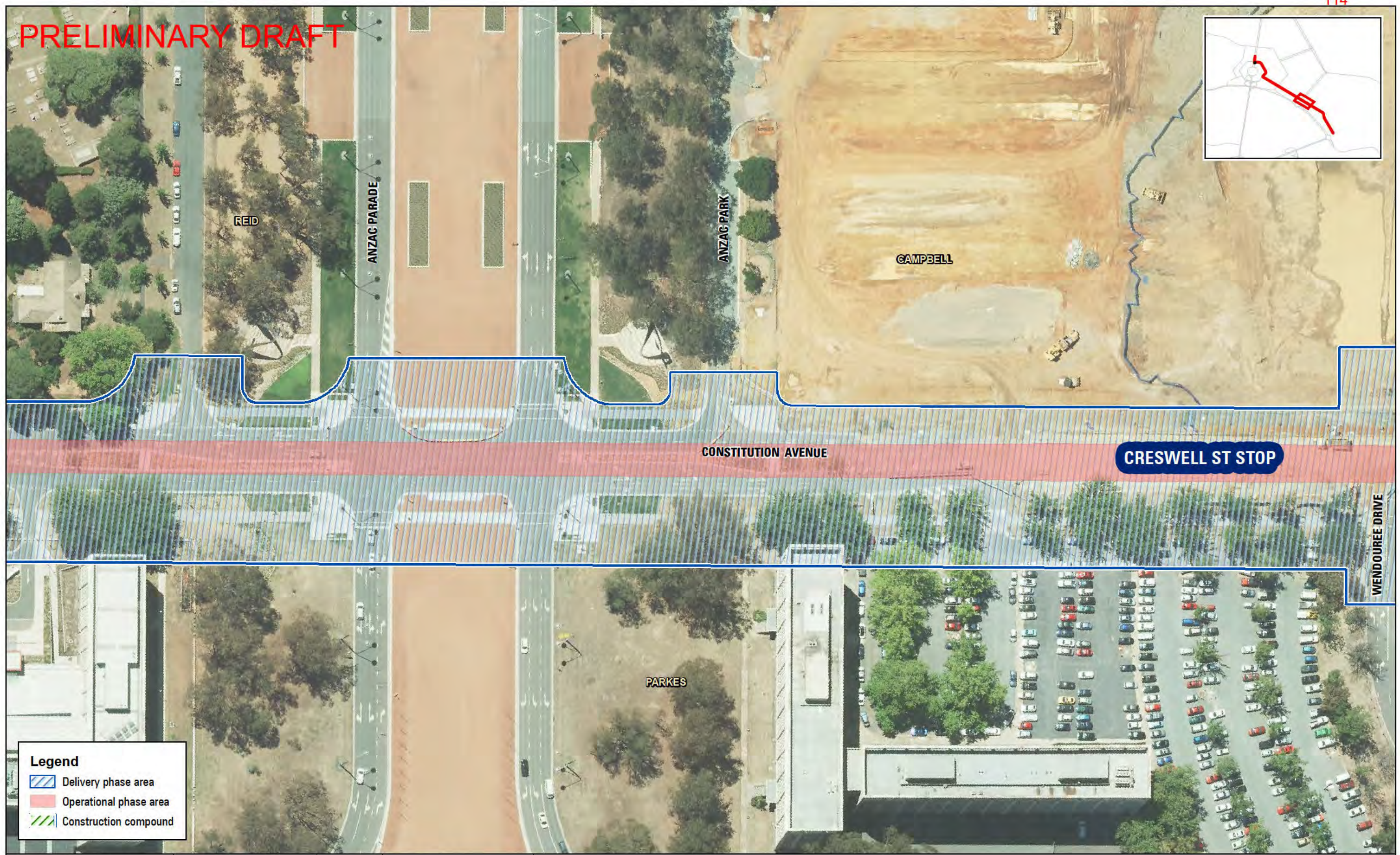
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CAPITAL METRO Canberra's Light Rail Project
 Russell Extension Delivery and Operational phase areas
 Sheet 5 of 11


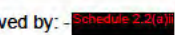
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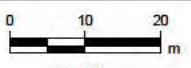
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-  Operational phase area
-  Construction compound

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Date: 12/08/2015	Approved by: 

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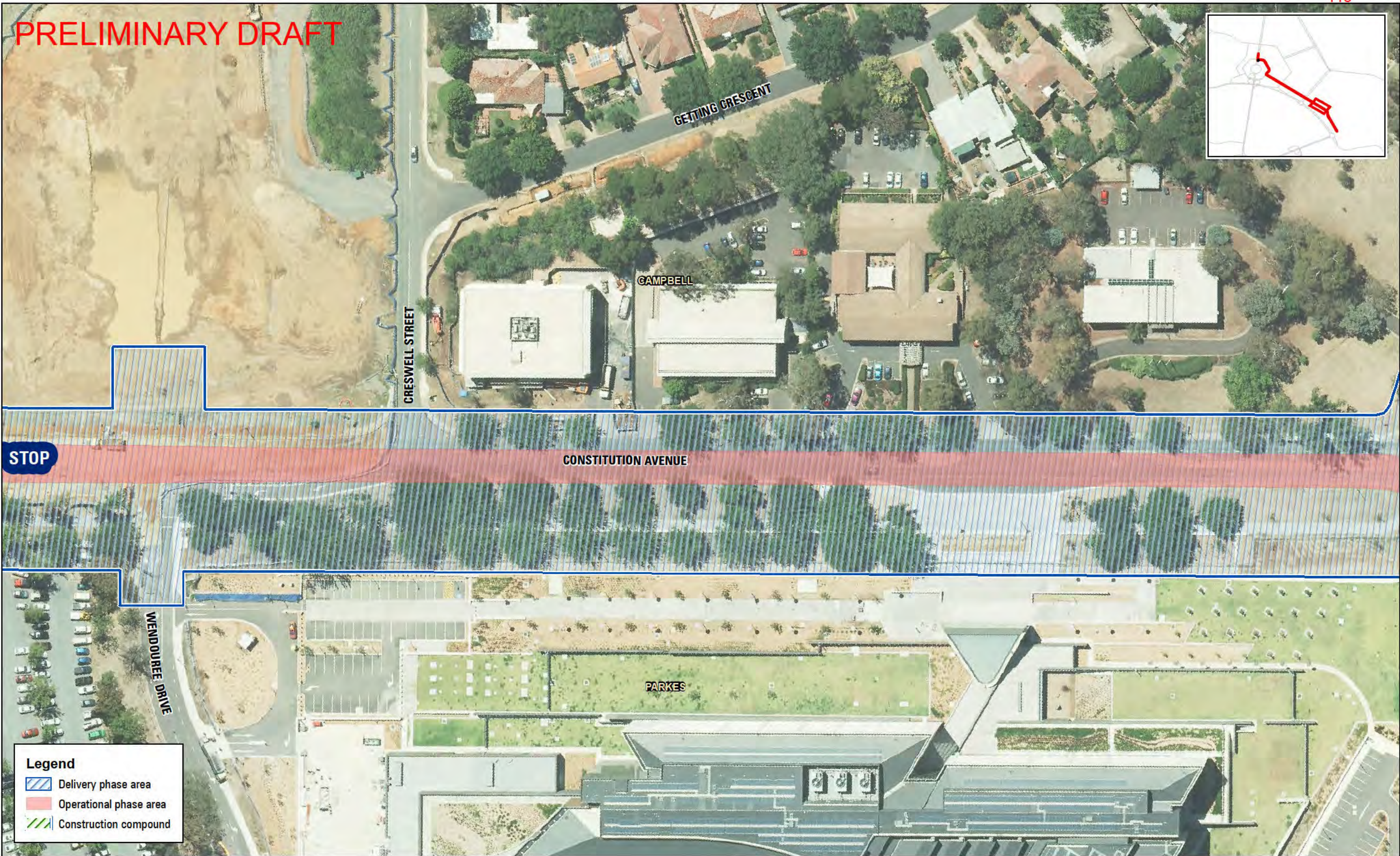
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CAPITAL METRO Canberra's Light Rail Project
Russell Extension Delivery and Operational phase areas
 Sheet 6 of 11

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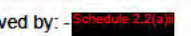
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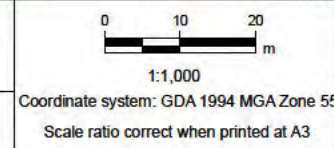


Legend

-  Delivery phase area
-  Operational phase area
-  Construction compound

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 Data source: -

Author: 
 Approved by: 



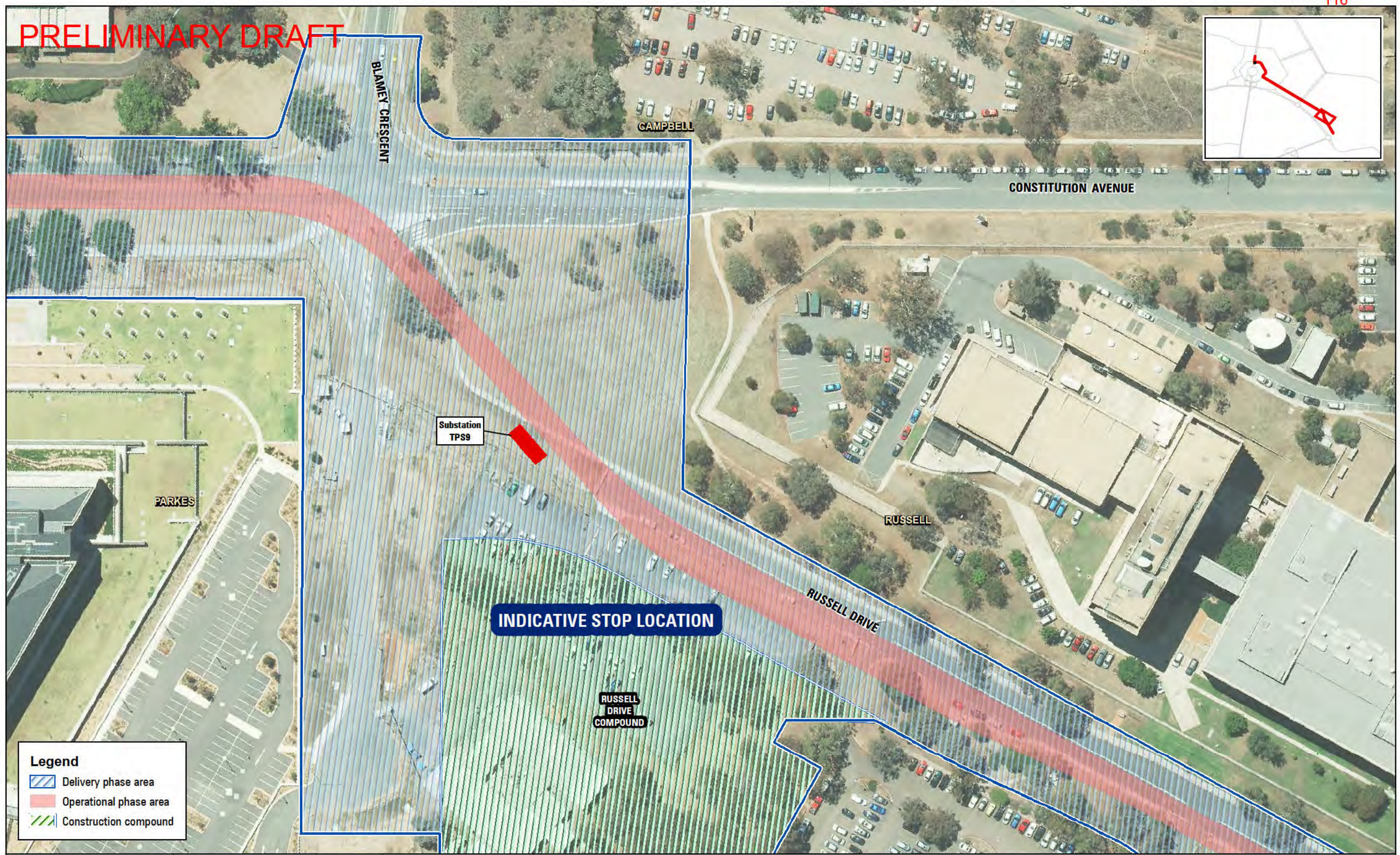
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Russell Extension Delivery and Operational phase areas
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CAPITAL METRO CANBERRA'S LIGHT RAIL PROJECT

PRELIMINARY DRAFT



Legend

-  Delivery phase area
-  Operational phase area
-  Construction compound

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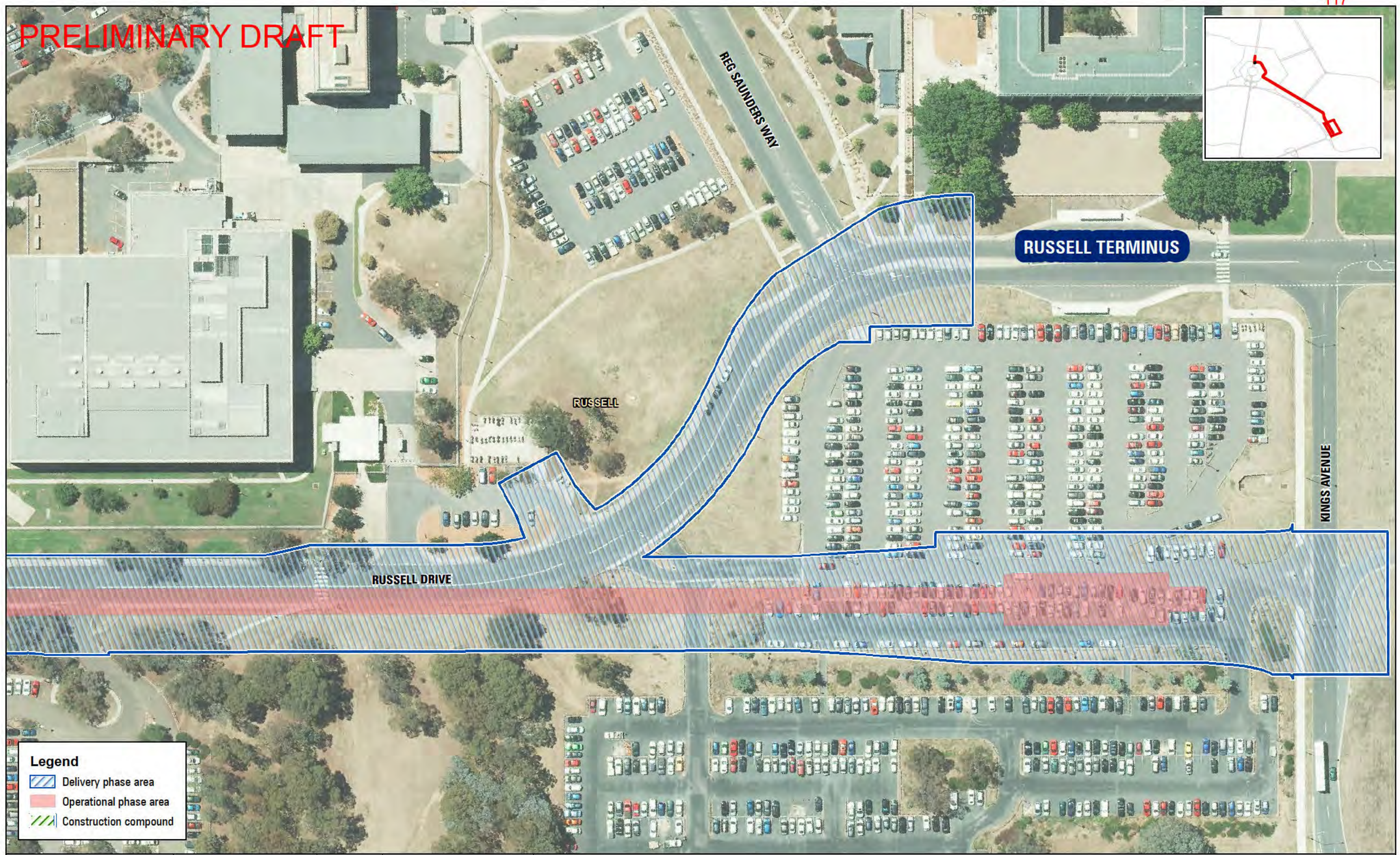
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Russell Extension Delivery and Operational phase areas
 Sheet 8 of 11

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CAPITAL METRO CANBERRA'S LIGHT RAIL PROJECT

PRELIMINARY DRAFT



Legend

- Delivery phase area
- Operational phase area
- Construction compound

Map: 2207526A_GIS_065_A3	Author:		
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CAPITAL METRO Canberra's Light Rail Project
Russell Extension Delivery and Operational phase areas
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CAPITAL METRO CANBERRA'S LIGHT RAIL PROJECT


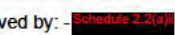
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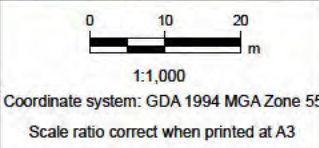


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-  Delivery phase area
-  Operational phase area
-  Construction compound

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Author: 
 Approved by: 



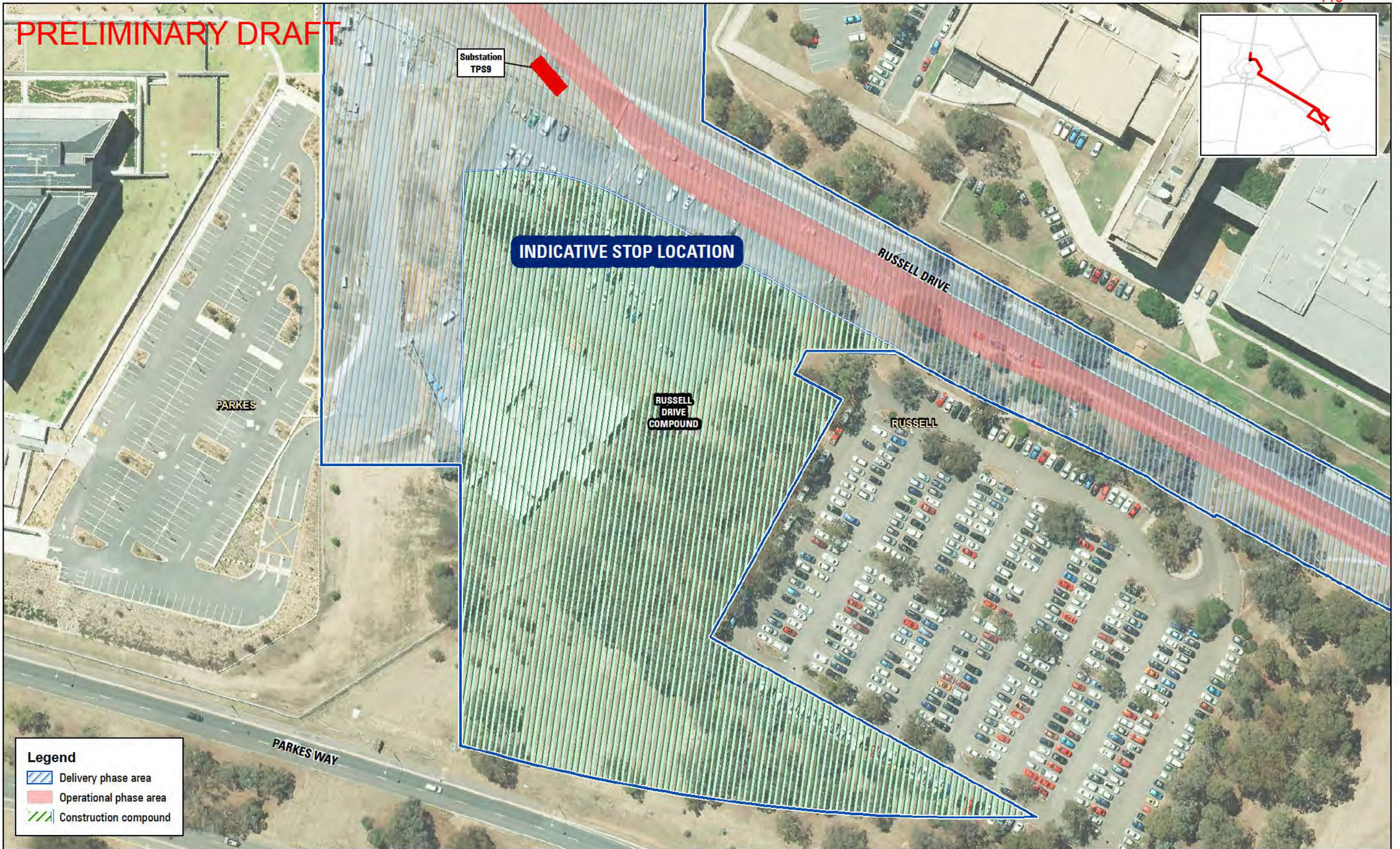
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CAPITAL METRO Canberra's Light Rail Project
 Russell Extension Delivery and Operational phase areas
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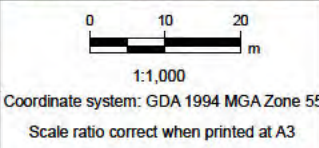


Legend

- Delivery phase area
- Operational phase area
- Construction compound

Map: 2207526A_GIS_065_A3
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 Data source: -

Author:
 Approved by:



Coordinate system: GDA 1994 MGA Zone 55



CAPITAL METRO CANBERRA'S LIGHT RAIL PROJECT

CAPITAL METRO Canberra's Light Rail Project
 Russell Extension Delivery and Operational phase areas
 Sheet 11 of 11

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9 December 2015

Mr Malcolm Snow
Chief Executive
National Capital Authority
GPO Box 373
Canberra ACT 2601

Dear Mr Snow

Light Rail Project – Russell Option – Parking

Thank you for your letter of 24 November 2015, regarding NCA’s role in working with the Commonwealth Departments of Defence and Finance to reach an agreed position on the light rail proposal within the Russell precinct. I refer also to the letter of 3 December 2015 from the ACT Chief Minister to the Prime Minister regarding the land access issues in the precinct.

I acknowledge your expectation that any loss of existing parking in the precinct as a result of the Light Rail proposal will be provided for in a suitable location, at the ACT Government’s cost. Members of my staff have met with your Andrew Smith and **Schedule 2.2(a)ii** to discuss the parking issue, and we will work towards satisfying your expectation. Other issues relating to access to Commonwealth land and the proposed licence between the ACT Government (CMA) and the Commonwealth (represented by NCA) are also being progressed with Mr Smith.

I look forward to the continued cooperation between NCA and CMA in reaching an appropriate outcome.

Yours sincerely

Schedule 2.2(a)ii

Emma Thomas
Director-General



Out of Scope

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: Schedule 2.2(a)ii [REDACTED]
Sent: Wednesday, 13 January 2016 3:55 PM
To: Lyall, Scott
Cc: Lander, Dulce; Kneipp, Patrick; Sanberg, Steven; Anderson, Steve
Subject: RE: Finance/CMA meeting 12 Jan 16 [SEC=UNCLASSIFIED]

UNCLASSIFIED

Thanks Scott,

Further information for you:

1. The office area is good condition air-conditioned space with good facilities. It is our view that it is worth around \$150 per m2 per annum . So at 900 m2 the annual rent would be around \$135,000 per annum. The CMA would have to meet outgoings and undertake cleaning and basic maintenance
2. The site contains a low quality bitumen car park for about 100 cars. The current car parking rate is \$12 per day. Approximately 80 to 100 cars overflow from the neighbouring building onto ANZAC Park East (APE) car park. The APE car park will not be available in 2017 and the overflow was going to move to the construction compound car park. On that basis the car parks were worth \$12 per day. The total car park rent is 100

car parks x \$12 per day x 250 days is around \$300,000 per annum

The total site would therefore be available for \$435,000 per annum. As discussed yesterday, this could be paid as a rent or we might be able to arrange for Capital Metro to construct an at-grade car park to that value. Happy to discuss.

Regards

Schedule 2.2(a)ii

Schedule 2.2(a)ii

Assistant Secretary, Property Legislation and Advice Branch
Commercial and Government Services
Department of Finance

T: Schedule 2.2(a)ii

A: Treasury Building, 8 Parkes Place West, PARKES ACT 2600

UNCLASSIFIED

From: Lyall, Scott [<mailto:Scott.Lyall@act.gov.au>]
Sent: Wednesday, 13 January 2016 2:03 PM
To: Schedule 2.2(a)ii
Cc: Lander, Duice; Kneipp, Patrick; Sanberg, Steven; Anderson, Steve
Subject: RE: Finance/CMA meeting 12 Jan 16 [SEC=UNCLASSIFIED]

Thanks Schedule 2.2(a)ii

I agree with both of your proposed additions. Thanks for the info on the office complex. Could you please advise what return Finance would be seeking for the ongoing rental of the office complex, (assuming a July 16 start, and a duration of 2 to 3 years) and whether you would consider an ongoing rental of a portion only of the complex (I suspect it will be larger than Project Co needs).

In response to action B1 against CMA, please find attached a plan of the area I attempted to describe to you yesterday, which shows the potential car park area identified by NCA (the area within the red, designated with 2 "P" to the right of the bend in Kelliher drive). NCA has had a detail design done for the area, which provides for 123 car spaces. As discussed yesterday, we are not being prescriptive with our bidders (ie they have not been told that they must use this area or design), as they have the design and construct responsibility, they have an obligation to provide the number of car spaces that will be lost as a result of the light rail operational phase land.

Regards,
Scott

Scott Lyall | Executive Director, Procurement and Delivery



T 02 6205 2754 | M Schedule 2.2(a)ii | E Scott.Lyall@act.gov.au

GPO Box 158, Canberra ACT 2601

www.capitalmetro.act.gov.au

From: Schedule 2.2(a)ii
Sent: Wednesday, 13 January 2016 1:43 PM
To: Lyall, Scott
Cc: Lander, Dulce; Kneipp, Patrick
Subject: RE: Finance/CMA meeting 12 Jan 16 [SEC=UNCLASSIFIED]

UNCLASSIFIED

Hi Scott,

It was good to meet with you yesterday and to discuss the current status and requirements for the Capital Metro Project.

I think you have captured the discussion well but would perhaps add

Point A2 should also note that CMA may be able to hand some areas of the site back early as the heavy construction phase of the project wraps up

I think at point A 9 or a separate A10 there should be comment that CMA may be willing to develop an at grade car park on the site at the conclusion of the construction phase of the project as compensation for use of the site in lieu of rental payments (subject to agreement on the size of the car park).

In relation to Actions point 2 the site shed measures approximately are:

Total Square metres of the internal floor space (GFA): 900m2 + an internal courtyard of 100m2

No of offices = 10 @12m2

No of desks (open plan areas)= ~40

Lunch Room = 34m2

Meeting Rooms =

1*63m2

1*35m2

1*23m2

1 *20m2

Male and female toilets

We will come back to you with other information as agreed.

We met NCA today and they will be seeking a meeting with the ACT Government to negotiate the other property matters ASAP.

Regards

Schedule 2.2(a)ii

Assistant Secretary, Property Legislation and Advice Branch
Commercial and Government Services
Department of Finance

Schedule 2.2(a)ii

A: Treasury Building, 8 Parkes Place West, PARKES ACT 2600

UNCLASSIFIED

From: Lyall, Scott [<mailto:Scott.Lyall@act.gov.au>]

Sent: Wednesday, 13 January 2016 8:43 AM

To: Schedule 2.2(a)

Subject: Finance/CMA meeting 12 Jan 16

Schedule 2.2(a)

Good to meet you yesterday, and discuss our current land issues in the Russell precinct. Whilst not fully minuting the meeting, I thought it was important to record the important points and actions:

A. Construction compound site in Russell

1. Finance will continue to occupy the site until late June/into July 2016
2. CMA advised this timing would work, and that it was expected that CMA would wish to occupy the site for 2 to 3 years. The proposal from each bidder is different, so can't be firmed up until announcement of preferred bidder
3. Compound currently houses large office complex. Owned by Commonwealth. Offices have higher than usual security facilities in place. Large set up with meeting spaces and offices and ablutions.
4. CMA advised it was probably unlikely that Project Co would wish to purchase the complex, but may be interested in a lease arrangement. The complex was likely to be larger than their needs.
5. Finance will investigate and describe the offices and facilities, including approx floor space.
6. Finance expressed concern over potential environmental damage that may be caused by the use of the site as a construction compound.
7. CMA to provide details of the expected uses for the site
8. Finance stated it would be prepared to come to an arrangement for the CMA use of the land for a construction compound, but it would not be at nil cost, as originally proposed by CMA
9. Finance intent is to use the site for an at-grade car park, to compensate for lost parking when the Anzac Park East site is sold – approx 400 spaces. Finance also has a desire to provide a further approx 150 spaces for ASIO. Actual numbers to be determined and provided by Finance. Finance expects the Anzac Park East site to be sold in calendar year 2016. Expect 12 months for developer to obtain planning approval, during which time the car parking would still be available. Therefore planning to have the additional parking available in 2018. Potential deal would need to compensate Finance for lost revenue from the parking, calculated at \$12 per space per day, approx 80% occupancy, and allowance for spaces for ASIO, and potential lease of office complex.

Actions:

1. Finance to provide car space numbers required and lost revenue to be compensated for.
By 14 Jan
2. Finance to provide details on the office complex – type of spaces, ablutions, floor space.
By 14 Jan
3. CMA to provide details of what the site will be used for (potential environmental

impacts). By 19 Jan

B. Car park spaces lost due to Light Rail

1. Finance understands that CMA has undertaken to replace any permanent parking spaces lost by the permanent operation of the light rail. Finance has calculated approx 250 spaces will be lost. CMA advised a figure of approx 130. CMA surmised that the Finance calculations might be spaces lost during construction, where the CMA figure is spaces lost in the final operational condition. CMA confirmed that Project Co has an obligation to provide parking spaces equivalent in number to those lost as a result of the light rail. Potential site is at the north east end of Russell drive. CMA to provide more detailed information

Actions:

1. CMA to provide details of the potential alternate car park location, and potential spaces. By 14 Jan

C. Licence for use of land in Russell for Light Rail

2. Finance confirmed that NCA is prime point of contact, and is acting on behalf of Finance (and Defence)
3. Letter of 6 Jan from the PM to ACT Chief Minister indicates “other” property matters between the Commonwealth and the Territory that need to be resolved
4. Finance confirmed that the licence for land for light rail in Russell would not be resolved separately from these other land issues.
5. Finance confirmed these “other matters” were not related to land for light rail
6. Finance meeting with NCA Wed 13th to discuss
7. CMA advised it is seeking at least signed agreement in principle (key elements) for the licence by 15 Jan.
8. Finance expectation that the issues could be resolved by end Jan, or probably earlier for “agreement in principle”

Regards,
Scott

Scott Lyall | Executive Director, Procurement and Delivery



T 02 6205 2754 | M Schedule 2.2(a) | E Scott.Lyall@act.gov.au

GPO Box 158, Canberra ACT 2601

www.capitalmetro.act.gov.au

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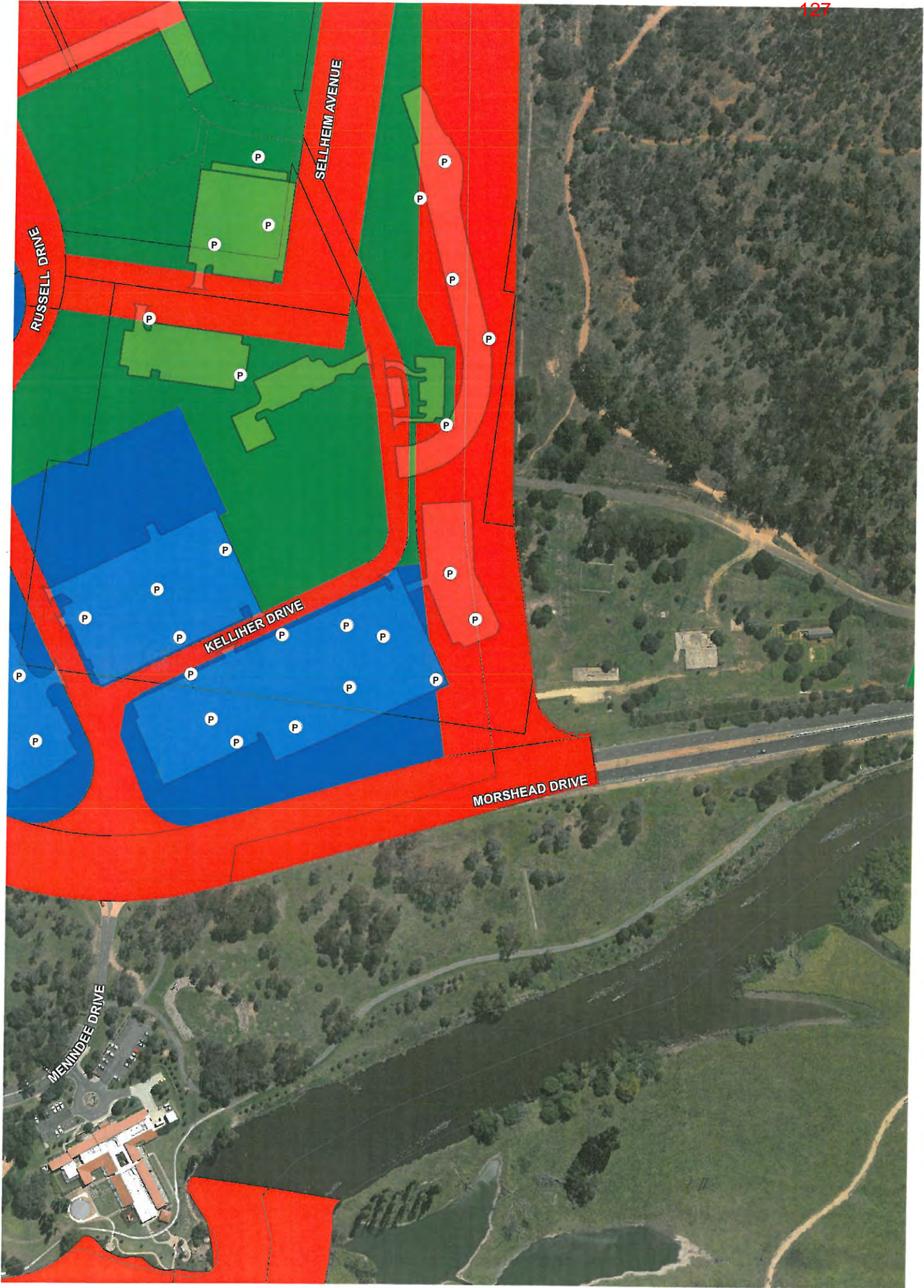
Finance Australian Business Number (ABN): 61 970 632 495
Finance Web Site: www.finance.gov.au

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From: [Andrew Smith](#)
To: [Sanbergs, Steven](#)
Cc: [Lyll, Scott](#); [Schedule 2.2\(a\)\(i\)](#)
Subject: Trees
Date: Monday, 18 January 2016 4:54:54 PM

Steve, Scott

The comments I made last week about confidence in tree growth are reflected in part in TAMS's comments in the Notice of Decision prepared by E & P for the initial DA. The comments are items 29 – 34 on pages 42 & 43 of the Notice.

Regards

A

Andrew Smith | Chief Planner

National Capital Authority

 (02) 6271 2806

National Capital Authority | Treasury Building, King Edward Terrace, PARKES ACT 2600

GPO Box 373, CANBERRA ACT 2601 |  www.nationalcapital.gov.au | Twitter: @NCA_Media

 Please consider our environmental footprint before printing this e-mail



Capital Metro

1 March 2016

Mr Malcolm Snow
Chief Executive
National Capital Authority
GPO Box 373
CANBERRA ACT 2601
By email: Malcolm.Snow@natcap.gov.au

Dear Malcolm

Re: Proposed Licensing Arrangements for Russell Extension Option

Thank you for the time you and Andrew Smith spent with me and other Capital Metro Agency officials at your offices yesterday.

As discussed in our meeting, please find enclosed a document entitled Statement of Principles: Russell Extension Option. That document sets out certain principles which we propose govern the finalisation of a licence agreement between the National Capital Authority (NCA) and the Territory in connection with the potential City to Russell light rail route (Russell Extension Option).

I kindly request that you respond to me as soon as possible with confirmation as to whether the NCA agrees (or not) with the position described in the Statement of Principles: Russell Extension Option document. If that document is acceptable to the NCA, we shall proceed towards finalisation of the proposed licence agreement in a manner reflective of the principles agreed in that document.

Of course, entry into a licence agreement in respect of the Russell Extension Option is dependent upon the ACT Government's ultimate investment decision regarding that extension.

Should you wish to discuss this letter, please do not hesitate to contact me on 6207 8658.

Yours sincerely

Schedule 2.2(a)ii

Emma Thomas
Director-General
Capital Metro Agency



Statement of Principles: Russell Extension Option

Date

1. The date of this *Statement of Principles: Russell Extension Option* document is 1 March 2016.

Background

2. With the public issuance of a 'Request for Expressions of Interest' document on 31 October 2014, the ACT Government commenced a procurement process for the delivery, ongoing operations and financing of Canberra's first light rail system. The project is to be delivered as a public-private partnership with an operating term of 20 years.
3. Following the EOI process, 'Request for Proposal' documentation was issued by the Territory to two shortlisted respondents in April 2015. The RFP required respondents to provide two proposals to the Territory:
 - a. A proposal for a Gungahlin to City (Alinga St) alignment (the **Base Project**); and
 - b. A proposal for a Gungahlin to Russell alignment (the **Russell Project**). The Russell Project consists of an alignment which spans Gungahlin to City (Alinga St) and City (Alinga St) to Russell via London Circuit (the **Russell Extension Option**).
4. Following the receipt of proposals, the ACT Government announced on 1 February 2016:
 - a. That a preferred respondent had been appointed with respect to the Base Project; and
 - b. That it had reserved an investment decision with regards to the Russell Project.
5. During 2015, the NCA and the Territory commenced discussions regarding potential terms for the licensing of Commonwealth land by the Territory for the purposes of the Russell Extension Option (the **Russell Licences**). Those discussions have been successful in resolving a number of licence drafting matters.
6. In order for the ACT Government to make an investment decision regarding the Russell Project, it is necessary for the ACT Government to understand the likely final terms of the Russell Licences, particularly in connection with licence fee and term arrangements.

Purpose

7. The purpose of this *Statement of Principles: Russell Extension Option* document is to set forth proposed high-level principles which shall govern finalisation of the Russell Licences between the NCA and the Territory.
8. The Territory notes that entry into the Russell Licences is dependent upon the ACT Government's ultimate investment decision regarding the Russell Extension Option.

Principles

9. Proposed high-level principles which shall govern finalisation of the Russell Licences between the NCA and the Territory are as follows:

a. Principle 1: Licence Agreements:

Principle 1:

Two licence agreements shall be entered into by the NCA and the Territory in connection with the Russell Extension Option:

1. A Delivery Phase Licence: Under this licence, the NCA shall licence to the Territory all Commonwealth land which is necessary for the construction of the Russell Extension Option; and
2. An Operating Phase Licence: Under this licence, the NCA shall licence to the Territory all Commonwealth land which is necessary for the ongoing operations of light rail along the Russell Extension Option.

The 'Delivery Phase Licence Land' requires access to land to enable the construction of the light rail and the 'Operating Phase Licence Land' will comprise substantially the same length, but a narrower footprint for the operation of the light rail.

Commentary:

Entry into the Russell Licences protects the interests of both the NCA and the Territory:

- For the NCA, the Russell Licences provide comfort to the Commonwealth that the Territory will be obliged to undertake land maintenance and repair activities. The Russell Licences also impose other obligations on the Territory (for example, obligations upon termination of the licences); and
- For the Territory, the Russell Licences provide comfort to the Territory that it shall have rights to use Commonwealth land for the purpose of making a significant, long term investment in light rail along the Russell Extension Option.

b. Principle 2: Licence Fees – Basis of Calculation:

Background:

The Russell Licences will cover four different categories of current Commonwealth land:

1. An approximately 494m² 'corner' of Defence land on Russell Drive;
2. An approximately 6,363m² 'strip' of Department of Finance land along Russell Drive;

3. An approximately 5,338m² area of NCA land which is predominantly used as a carpark; and
4. NCA road reserves (primarily along Constitution Avenue and Russell Drive) (**NCA Road Reserves**).

The first three of these areas (referred to herein as '**Commonwealth Land**') are highlighted in the diagram below:



Principle 2:

The total licence fee in respect of the Russell Licences shall be calculated as follows with reference to the Commonwealth Land and NCA Road Reserves :

1. Licence Fee Attributable to the Commonwealth Land: To be agreed between the Territory and Department of Finance as part of resolution of other land matters; and
2. Licence Fee Attributable to the NCA Road Reserves: The Territory shall pay an annual fee to the NCA which reflects any reasonable net additional administrative, operational and maintenance costs to the NCA which are a consequence of the Russell Extension Option proceeding (to the extent the NCA has not already been compensated through the Works Approval application fee regime).

Commentary:

In respect of the licence fee attributable to the Commonwealth Land:

- The Territory has sent further correspondence to the Commonwealth on the resolution of other land matters.

In respect of the licence fee attributable to the NCA Road Reserves:

- The principle reflects that the NCA should not be in a worse cash position as a consequence of the Russell Extension Option than it would have been had the Russell Extension Option not proceeded;
- The licence fee shall *not* be determined with reference to any purported loss in fair market value of the NCA Road Reserve (noting that the Territory is of the view, supported by Ernst and Young analysis, that the Commonwealth will see a substantial net *increase* in the value of its land holdings as a consequence of the Russell Extension Option);
- For the avoidance of doubt:
 - For the purposes of NCA cost recovery, there shall be no double-counting of amounts recovered under Works Approval application fees and the Russell Licences licence fees;
 - Road maintenance works (including road resurfacing) will remain a responsibility of the NCA (though the reduction in vehicle lands should ultimately result in a reduction of road resurfacing costs to the NCA); and
 - If the reasonable net additional administrative, operational and maintenance costs to the NCA as a consequence of the Russell Extension Option are *negative* (i.e. if there is a net benefit to the NCA), no amount shall be owing by the NCA to the Territory, nor shall any amount be payable by the Territory to the NCA.

The Territory further notes that:

1. The NCA will be the beneficiary of new assets constructed as a consequence of the Russell Project, including a “new” Russell Drive and car park areas, replacing older assets and hence reducing maintenance costs to the NCA;
2. It understands precedent exists in other jurisdictions for one government to provide free land access to another government for the construction and operation of public infrastructure which will deliver community benefits; and
3. The Territory will incur substantial additional costs in proceeding with the Russell Project as a consequence of meeting NCA requirements for the project. This includes additional costs associated with wire-free running for the Russell Extension Option (which is estimated to add over \$20m in cost to the Territory) and high quality hard landscaping finishes.

c. Principle 3: Licence Fees – Mechanics of Calculation:

Principle 3:

In determining the licence fee (which is attributable to the NCA Road Reserves):

1. The NCA and Territory shall work together in good faith to minimise the net additional administrative, operational and maintenance costs incurred by both parties (and hence the licence fee) whilst not diminishing current levels of services provided by the NCA or the Territory to the Canberra community;
2. The annual licence fee shall be reviewable periodically at times aligned with the NCA's award of an underlying corridor maintenance contract. In this regard:
 - a. The licence fee may only be revised in accordance with 'principle 2' above;
 - b. The licence fee may be increased or decreased as a consequence of a review; and
 - c. In the event the NCA and Territory cannot agree a revised fee, the revised fee shall be determined by an independent third-party.

Commentary:

- The Territory understands that any net additional administrative, operational and maintenance costs borne by the NCA are most likely to arise as a consequence of the Territory potentially requesting the NCA to undertake greater levels of maintenance along Constitution Avenue and Russell Drive (for example, during leaf-fall season the Territory might request that the NCA undertake more frequent road leaf clearing than would otherwise have been the case in the absence of light rail).
- The following table sets out simplified, hypothetical examples of how this would feed into the calculation of the annual licence fee:

Scenario:	Scenario 1	Scenario 2	Scenario 3
NCA Frequency of Road Cleaning (Without Light Rail):	Every 2 months	Every 2 months	Every 2 months
NCA Cost p.a. of Road Cleaning (Without Light Rail):	\$241,000	\$241,000	\$241,000
Reduced NCA Expense p.a. Due to Territory Undertaking Maintenance for Part of Road Reserve:	\$(66,000)	\$(66,000)	\$(66,000)
Frequency of Road Cleaning Requested by Territory:	Every 2 months (i.e. no additional cleaning required)	Every 1 month	Every 2 weeks
Additional Cost to NCA of More Frequent Cleaning Requested by Territory:	\$-	\$120,000	\$240,000
Net Additional Cost to NCA p.a.:	\$(66,000) (i.e. a saving to the NCA of this amount)	\$54,000 (being \$120k - \$66k)	\$174,000 (being \$240k - \$66k)
Licence Fee p.a. Payable by Territory	\$0 (say \$1)	\$54,000	\$174,000

- In working together in good faith to minimise the net additional administrative, operational and maintenance costs incurred by both parties (and hence the licence fee), it is expected that the NCA and Territory shall give particular focus to corridor maintenance arrangements along

Constitution Avenue and Russell Drive. To this end, it is conceivable that corridor maintenance for both the rail and road areas will be undertaken by a single party, with the Territory bearing the expense relating to the rail area and the NCA bearing the expense relating to the road area.

- The Territory notes that it shall be responsible for the maintenance of the light rail track form areas, and the hard and soft landscaping in the median areas between the tracks within the NCA Road Reserves, for the term of the licence. This equates to approximately 45% of the NCA Road Reserve area and represents a saving to the NCA through reduced maintenance costs.
- The review of the licence fee periodically at times aligned with the NCA's award of an underlying corridor maintenance contract (anticipated to be every 3 to 5] years) is designed to allow the parties to periodically market test the underlying maintenance arrangements, with the licence fee being 'reset' to reflect any new or amended underlying maintenance contract.

d. Principle 4: Licence Term:

Principle 4:

1. The Operating Phase Licence shall be for an initial term of 33 years.
2. The Territory shall have two subsequent options to renew the licence of 33 years each, provided the Territory has remedied any default existing under the licence.

Commentary:

The 33 year term with two options to renew of 33 years each provides the NCA with comfort that the licence may terminate periodically should an unremedied default exist under the licence. It also holds both parties to some discipline within the term to address issues in a timely manner.

For the Territory, the term provides the Territory with comfort that it will have access to the required land prior to it making a significant, long-term investment in light rail.

e. Principle 5: Licence Fee Upon Renewal:

Principle 5:

The licence fee upon renewal of the licence shall be determined in accordance with the Principles 2 and 3 above.

Commentary:

This approach provides consistency to the calculation of licence fees throughout the licence term, as extended (noting that a licence fee review cycle is now proposed within the term).

End

DRAFT



Capital Metro

Mr Malcolm Snow
Chief Executive Officer
National Capital Authority
GPO Box 373
CANBERRA ACT 2601

Dear Malcolm

Re: Proposed Licensing Arrangements for Russell Extension Option

Thank you for your time yesterday, and your willingness to discuss and resolve the outstanding issues relating to the proposed licence agreement between the National Capital Authority (NCA) and the Territory for the Russell Extension Option.

Please find enclosed a document entitled Statement of Principles: Russell Extension Option. The previous version of this document (provided to you on 1 March 2016) has been amended to incorporate the items discussed and agreed between us yesterday. We believe this is an accurate record of our discussion. For ease of reference, we have included both a tracked changes version (from the 1 March version) and a clean copy. If the document is acceptable to the NCA, we shall proceed towards finalisation of the proposed licence agreement in a manner reflective of the principles agreed in that document.

Of course, entry into a licence agreement in respect of the Russell Extension Option is dependent upon the ACT Government's investment decision regarding that option.

As you are aware, we are now working to very tight deadlines and I would appreciate a response, as acknowledgement of acceptance by the NCA of the Statement of Principles: Russell Extension Option, by cob 10 March 2016.

Yours sincerely

Schedule 2.2(a)ii

Emma Thomas
Director-General/Project Director
Capital Metro Agency

9 March 2016





Dane Roberts
Acting Assistant Secretary
Assessments (NSW, ACT) and Fuel Branch
Department of the Environment
GPO Box 787
Canberra ACT 2601

I refer to your letter of 1 February 2016 providing Notification of a Referral Decision for the EPBC referral of Capital Metro – Russell Extension Project (Ref: EPBC 2015/7576).

The decision document identified that the project is not a controlled action if undertaken in a particular manner.

Your letter also requested written advice:

1. within two weeks – confirming that the action will be undertaken in the manner set out in the enclosed decision, and
2. within three months – reporting on your progress in implementing the measures.

Capital Metro Agency provided a letter on 15 February 2016, in response to item 1, confirming that the action will be undertaken in the manner set out in the decision.

I write to provide a further report on progress against implementation of this decision as requested. A statement of progress against actions is included in the attached document.

Please note that in relation to this project, the ACT Government announced on 22 March 2016 that it “will consider an extension of the light rail network to the Russell defence precinct as part of a second stage of light rail in Canberra after the next election”. Further design development would form part of this consideration.

If you have any questions about this project, please contact Mr Tom Percival on 62078688.

Yours sincerely,

Schedule 2.2(a)ii

Scott Lyall
Executive Director, Procurement and Delivery

21 April 2016





Capital Metro Russell Extension Project (EPBC 2015/7576) EPBC Decision of 1 February 2016: Not a controlled action if undertaken in a particular manner.	
Manner in which proposed action must be undertaken	Implementation comments
<p>The following measures must be taken to avoid significant impacts on:</p> <ul style="list-style-type: none"> National Heritage places (section 15B & 15C); Commonwealth land (sections 26 & 27A). <p>1. To minimise visual impacts and avoid or reduce impacts from the light rail project, the design, construction and operation of the proposed action must implement the measures outlined in Section 5 (page 21) of the EPBC Act referral, including:</p>	--
a. using wire-free technology along the entire light rail alignment between the Civic terminus stop and the Russell terminus stop.	Consistent with proposed design
b. having at grade embedded tracks within the Northbourne Avenue, London Circuit, Constitution Avenue and Russell Drive roadways as indicated in the Figure A.1 of the Referral documentation.	Consistent with proposed design
c. avoiding the use of highly reflective materials and designing the stops, shelters, and Russell Terminus to site [sic] unobtrusively in the landscape.	Consistent with proposed design
d. locating all stops, shelters, terminuses and substations outside the Kings Avenue Vista, as defined in the Summary Statement of Significance for the Russell Precinct Heritage Area, a Commonwealth Heritage Listed Place.	Consistent with proposed design
e. locating all stops, shelters and substations to be set well back from either side of Anzac Parade, to be outside of the Parliament House Vista+, as represented by the Figure A.4 of the Referral documentation. + The Parliament House Vista is a Commonwealth Heritage Listed Place	Consistent with proposed design
Section 5 (page 21) of the EPBC Act referral states: 5 Measures to avoid or reduce impacts	--
To manage the potential impacts to EPBC Act matters of national environmental significance as identified as part of this referral, a series of management and mitigation measures have been identified. These measures would be implemented during the ongoing design, construction and operational phases of the proposed action.	--

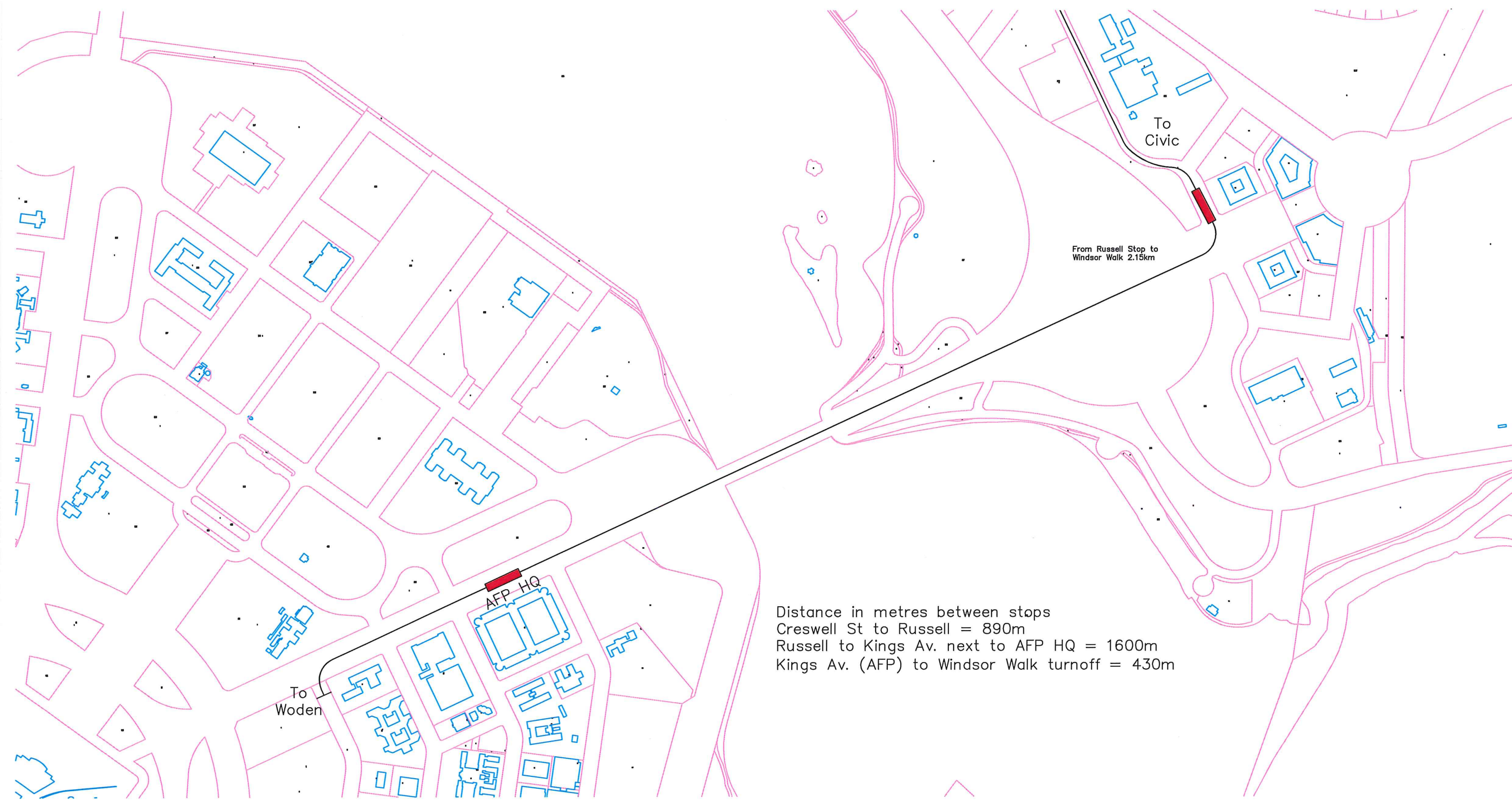


These measures would be further developed and refined during subsequent phases of the development of the proposed action and during the environmental assessment processes (works approval and merit track assessment / development application).	
Non-Aboriginal <u>Commonwealth and National Heritage Places or other places recognised as having heritage values</u>	
Overall, the approach taken to the design and development of the proposed action, based on a detailed understanding of the heritage values of the heritage places along the alignment, has contributed positively to an appropriate approach which minimise or avoids heritage impacts [sic]. The approach has included minimising the visual presence through the use of wire-free technology; at-grade embedded tracks within the Northbourne Avenue, London Circuit, Constitution Avenue and Russell Drive roadways; and lightweight steel-framed and glazed stops.	Consistent with proposed design
This approach means that the light rail would not appear as an intrusion in the significant landscape of the Parliamentary Triangle, and other heritage elements such as the Australian War Memorial and Memorial Parade. Similarly, while the Russell terminus stop does not respond to the symmetrical design of the Russell Precinct Heritage Area, it has been sited outside key views to and from the precinct from Kings Avenue and designed to be recessive in scale and materials to the buildings of the precinct. Nevertheless, the terminus would have a minor impact on the urban design qualities of the Russell Precinct Heritage Area.	Consistent with proposed design
As the Russell Extension is at the design and development stage, there would be ongoing opportunities to further refine the design. The mitigation measures suggested in this section are intended to help guide the next stage of design and to mitigate the potential, minor, heritage impacts identified.	Consistent with approach – design will be further refined from Referral Documentation.
<u>Non-Aboriginal Heritage mitigation measures</u>	
<ul style="list-style-type: none"> • Construction activities would be timed to avoid interrupting significant commemoration activities in the Memorial Parade (Anzac Parade), where possible. 	Consistent with project approach (if it proceeds) and draft project requirements for the construction program to minimise impacts on major events such as Anzac Day.
<ul style="list-style-type: none"> • The proposed relocation of the two street lights on the southern side of the Anzac Parade/Constitution Avenue intersection would be undertaken to maintain the symmetry of the designed landscape. 	Consistent with approach – further design development will seek to avoid impact on street lights or minimise relocation requirements.
<ul style="list-style-type: none"> • Stops or infrastructure would be set well back from either side of Anzac Parade to avoid impacting the vista. 	Consistent with proposed design
<ul style="list-style-type: none"> • Infrastructure such as stops and shelters should be located outside the visual catchment of the Kings Avenue vista – to and from Russell and Parliament House. 	Consistent with proposed design

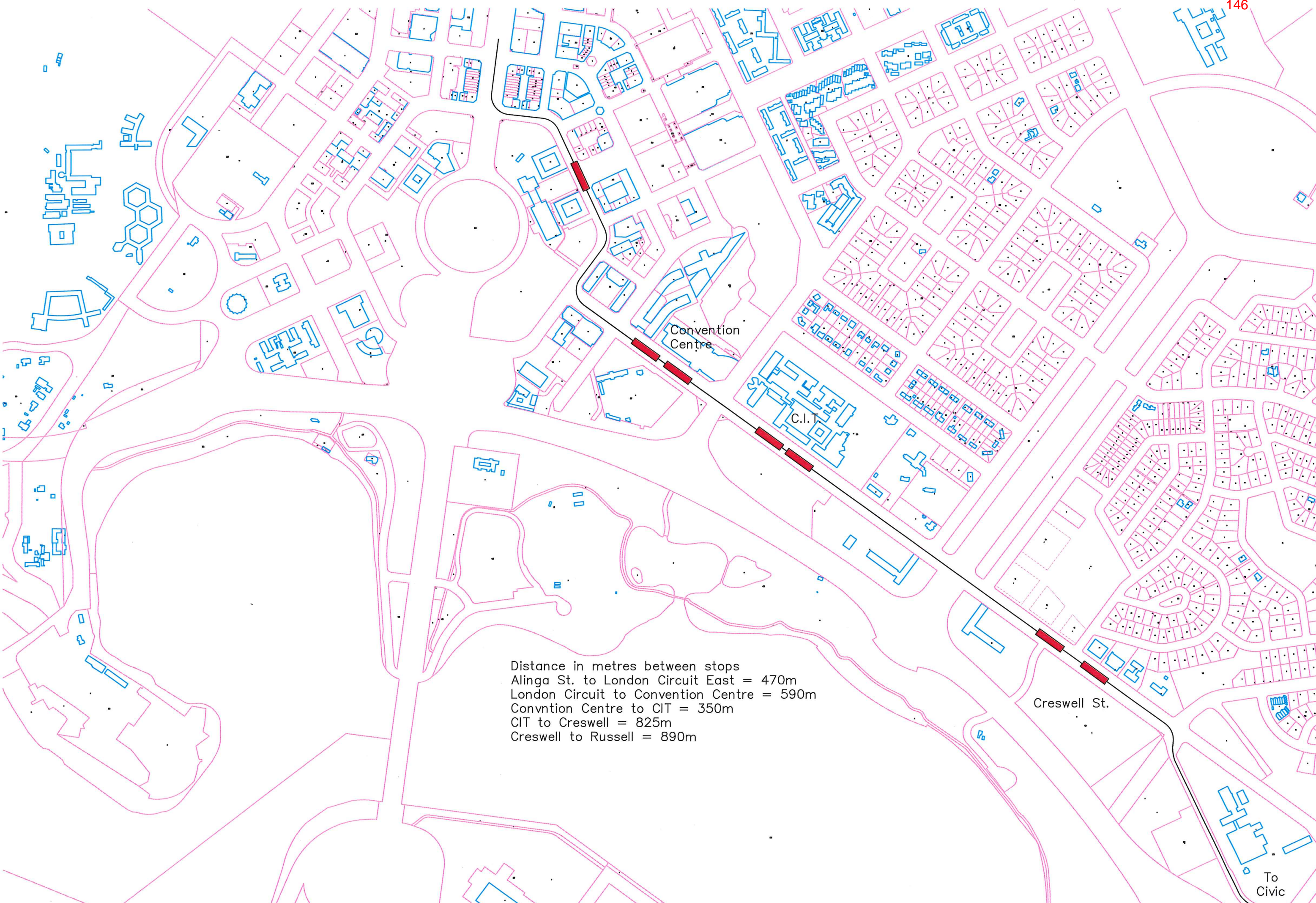
<ul style="list-style-type: none"> • Infrastructure for the Russell Extension Project, particularly the stops and shelters would continue to be designed to sit as unobtrusively as possible within the landscape of Constitution Avenue, Anzac Parade and Kings Avenue. Any new structures along Constitution Avenue and Northbourne Avenue should continue to be located within the median to maintain significant views to City Hill. The balance of glazing to opaque materials would be maximised. The use of highly reflective materials would be avoided to ensure the stops are recessive in the landscape. 	Consistent with proposed design
<ul style="list-style-type: none"> • Future planning for the Russell Precinct Heritage Area – such as the potential for an extension of the light rail to the airport – would seek to maintain the symmetrical layout of the precinct (the network of roads, landscape spaces and built forms). 	Future extension is outside scope of this project. Proposed alignment would facilitate achievement of this measure.
<ul style="list-style-type: none"> • Heritage specialists (built and landscape heritage and Aboriginal cultural heritage) would be involved in the detailed design and documentation phase of the proposed action. They would also liaise with the teams selected to carry out the construction works to ensure that the recommended mitigation measures are implemented and impacts on heritage items and sites minimised. 	Consistent with approach and draft project requirements (if it proceeds) which include preparation of a Heritage Management Plan.
<p>Biodiversity <u>Refinement of the development footprint</u></p>	--
<p>There are several locations in which there is potential for construction to affect native vegetation and fauna habitat either directly or indirectly. Opportunities may exist in these locations to refine the proposed action to avoid or minimise impacts. The following measures would be considered to achieve this outcome:</p>	Consistent with approach – design will be further refined from Referral Documentation.
<ul style="list-style-type: none"> • Particular care would be taken in the detailed design of the proposed action where it is located adjacent to patches of Natural Temperate Grassland to ensure that it does not result in changed hydrology which could affect the community. 	Consistent with approach – design will be further refined from Referral Documentation.
<ul style="list-style-type: none"> • Opportunities would be sought to minimise clearing of planted native woodland (in the main compound area) and eucalypt street plantings that provide potential foraging habitat for the Grey-headed Flying-fox, Superb Parrot, Swift Parrot and Regent Honey-eater. 	Consistent with approach – design will be further refined from Referral Documentation.
<p><u>Management of residual impacts</u></p>	
<p>The mitigation measures outlined below are would be considered during the subsequent phases of design to minimise the residual impacts of the proposed action:</p>	Noted for future detail design.
<ul style="list-style-type: none"> • Particular care would be taken in construction management of the proposed action where it is located adjacent to patches of Natural Temperate Grassland to ensure that it does not result in erosion and sedimentation, changed hydrology or weed invasion which could affect the community. 	Consistent with approach – design will be further refined from Referral Documentation.

<ul style="list-style-type: none"> • Prior to construction, pre-clearing protocols would be implemented including: <ul style="list-style-type: none"> ○ The location of any hollow-bearing trees would be confirmed. The location of these trees would be noted and a plan for any impact for the removal of these features (if required) would be developed. ○ The presence of fauna species on site would be checked before clearing begins such as the presence of bird nests. ○ Prior to construction, site personnel would be adequately informed of environmental management procedures including, but not limited to, issues related to flora and fauna management, weed control, erosion and sediment control. ○ Exclusion zones would be established to protect vegetation and fauna habitat outside of the assessed and approved clearing limits, including the threatened ecological communities recorded within the study area. Vegetation to be retained are to be clearly defined on ground and 'no go zones' clearly signposted and fenced to prevent unauthorised clearing and vehicular and/foot traffic. ○ Nearby suitable habitat for the release of any fauna that may be encountered during the pre-clearing or habitat removal processes would be identified. 	<p>Consistent with approach – draft project requirements will include preparation of a Construction Management Plan that will include pre-clearing protocols.</p>
<ul style="list-style-type: none"> • During clearing, protocols would be implemented including: <ul style="list-style-type: none"> ○ Careful clearance of vegetation so as not to mix topsoil with debris and to avoid impacts to surrounding native vegetation. ○ Clearance of non-habitat vegetation first during clearing process. ○ A qualified ecologist or environmental scientist would be on site during habitat removal, for example the felling of habitat trees 	<p>Consistent with approach – draft project requirements will include preparation of a Construction Management Plan that will include site controls.</p>
<ul style="list-style-type: none"> • During construction, protocols would be established including: <ul style="list-style-type: none"> ○ Avoidance of excessive soil disturbance. ○ Waste material would continually be removed from all areas on site throughout the duration of construction. ○ Noise would be minimised where possible such as turning off vehicles when not in use. ○ When accessing construction sites, contractors would only use designated tracks. 	<p>Consistent with approach – draft project requirements will include preparation of a Construction Management Plan that will include site controls.</p>

<ul style="list-style-type: none"> • Implementation of flora and fauna control measures including: <ul style="list-style-type: none"> ○ Clearing of vegetation would be minimised, to only vegetation that is absolutely required to be removed in order to undertake work. ○ Weed species would be managed in order reduce their prevalence and prevent further spread. Management techniques may include immediate weed removal and disposal, disposal of weed-contaminated soils at appropriate weed disposal facilities and ensuring that all equipment is cleaned prior to and on completion of works to ensure weeds are not introduced or spread to other locations. 	<p>Consistent with approach – draft project requirements will include preparation of a Construction Management Plan that will include site controls.</p>
<p>Commonwealth land</p>	
<p>During detailed design, further consideration of the impacts on Commonwealth land within the vicinity of Russell Drive would be undertaken. Consideration would include the refinement of the proposed action footprint to reduce any potential impacts on Commonwealth owned land.</p>	<p>Consistent with approach – design and project area will be further refined from Referral Documentation.</p>



Distance in metres between stops
Creswell St to Russell = 890m
Russell to Kings Av. next to AFP HQ = 1600m
Kings Av. (AFP) to Windsor Walk turnoff = 430m



Distance in metres between stops
Alinga St. to London Circuit East = 470m
London Circuit to Convention Centre = 590m
Convntion Centre to CIT = 350m
CIT to Creswell = 825m
Creswell to Russell = 890m

To Civic