



**Government of South Australia**

Adelaide and Mount Lofty Ranges  
Natural Resources Management Board

**Request for Quote (RFQ)**

Reference No. D0010636503

Guidelines for the Model for Urban Stormwater Improvement  
Conceptualisation (MUSIC) for South Australia

**Structure of Invitation**

Letter

Part A – Reference Schedule

Part B – Draft Contract

Part C – Supplier's Response Form

Appendix 1: Declaration in relation to unlawful collusion

Appendix 2: Proposed contract

Appendix 3: Specification



**Natural Resources**  
Adelaide and Mt Lofty Ranges

**Natural Resources Centre**

205 Greenhill Road  
Eastwood SA 5063

Tel 08 8273 9100  
Fax 08 8271 9585

dewnr.amlr@sa.gov.au  
www.naturalresources.sa.gov.au/  
adelaidemtlofyranges

File ID: F0000108134  
Doc. ID: D0010636503

Dear Invitee

The Adelaide and Mount Lofty Ranges Natural Resources Management Board (Purchaser) invites you to submit a quote (Your Quote) for the supply of Guidelines for the Model for Urban Stormwater Improvement Conceptualisation (MUSIC) for South Australia.

The project will be delivered in collaboration with funding partners Stormwater Management Authority and Environment Protection Authority.

To assist you in the preparation of Your Quote, please find attached a Request for Quote including a Response Form and proposed Contract.

Your Quote must be submitted using the Response Form by the Closing Date specified in the Reference Schedule and must remain valid and open for acceptance for the Quote Validity Period specified.

Your Quote will be evaluated against the Evaluation Criteria outlined in the Request for Quote. If Your Quote is accepted, Supply will be in accordance with the proposed contract.

If you have any questions please contact the specified Contact Person.

Yours sincerely

**Sam Phillips**  
**SENIOR WATER PROJECTS ENGINEER**

Date: 24/01/19



**Government of  
South Australia**

**PART A - REFERENCE SCHEDULE**

Reference Number	D0010636503
Purchaser	Adelaide and Mount Lofty Ranges Natural Resources Management Board
Purchaser's Requirements	<p><b>The Purchaser's Requirements are detailed in the specification at Appendix 3.</b></p> <p>This procurement is for a project identified by Water Sensitive SA, South Australia's water sensitive urban design capacity-building program. Water Sensitive SA, in operation since November 2014, is delivered under contracts with the Adelaide and Mount Lofty Ranges Natural Resources Management Board on behalf of the Water Sensitive SA funding partners.</p> <p>This project is to be delivered in two stages:</p> <p><b>Stage 1 – MUSIC Guidelines for SA</b></p> <ul style="list-style-type: none"> <li>• Peer reviewed report</li> <li>• Consultation report</li> <li>• Draft MUSIC guidelines for SA</li> <li>• Final MUSIC guidelines for SA</li> </ul> <p><b>Stage 2 – MUSIC compliance tool for SA</b></p> <ul style="list-style-type: none"> <li>• Downloadable MUSIC input files of parameters for each of the specified zones for SA</li> <li>• A web-based tool to aid assessment of MUSIC models for compliance with the proposed MUSIC guidelines for South Australia</li> </ul>
Closing Date and Time	Tuesday 12 February 2019 at 2.00pm ACDT
Indicative date of contract commencement	Tuesday 26 February 2019
Indicative date for notifying Supplier(s) of outcome	Tuesday 26 February 2019
Email address for lodgement	sam.phillips@sa.gov.au
Other requirements	<ul style="list-style-type: none"> <li>• DEW Days of Heighted Fire Danger Procedure – see specification at Appendix 3.</li> <li>• DEW Contractor Safety Procedure – see specification at Appendix 3.</li> </ul>
Offer Validity Period	90 days
Public Authority Contact Person	Sam Phillips
	Senior Water Projects Engineer
	sam.phillips@sa.gov.au
	08 8273 9114

Public Authority Contact Person's Delegate (Contact Person may refer matters to Delegate)	Melissa Bradley
	Program Manager, Water Sensitive SA
	melissa@watersensitivesa.com
	0431 828 980
<b>Evaluation Criteria</b>	
Mandatory Criteria	There are no mandatory evaluation criteria.
Weighted Criteria	<p>The weighted criteria include, but are not limited to, the following (in no particular order of priority):</p> <ol style="list-style-type: none"> <li>1. South Australian Industry Participation Policy Economic Contribution Test, Metropolitan (required, unweighted)</li> <li>2. Demonstrated understanding of the project objectives and deliverables</li> <li>3. Proposed methodology</li> <li>4. Relevant experience of the personnel that constitute the project team, including the areas of: <ul style="list-style-type: none"> <li>– concept design of WSUD components of a project using MUSIC software for South Australian conditions</li> <li>– preparation of technical guidelines regarding stormwater quality management</li> </ul> </li> <li>5. Demonstrated capability, by way of referee checks, to deliver projects on time and within budget</li> <li>6. Price and value for money</li> <li>7. Financial capability</li> <li>8. Other information including current workload.</li> </ol>
Conditions of Quote	<ol style="list-style-type: none"> <li>1. The Purchaser may at any time seek further information from You regarding Your Quote, (but need not make the same request of all Suppliers). This may include but is not limited to: <ul style="list-style-type: none"> <li>• requests for additional information</li> <li>• presentations by, or interviews with You or Your key personnel</li> <li>• other responses or additional information as required.</li> </ul> </li> <li>2. No legal relationship will exist between You and the Purchaser unless Your Quote is accepted and a legally binding contract is executed by both parties</li> <li>3. You participate in this procurement process at your own risk</li> <li>4. You are responsible for the cost of preparing and submitting Your Quote and all other costs arising from this procurement process</li> <li>5. You may only communicate with the Contact Person about this procurement process</li> <li>6. The Purchaser is not obliged to accept the lowest priced quote or any quote</li> </ol>

	<p>7. You must identify any aspect of Your Quote that You consider should be kept confidential including reasons. The Purchaser is not obliged to treat information as confidential and in the absence of any agreement to do so, You acknowledge that the Purchaser has the right to publicly disclose the information</p> <p>8. You must declare any actual or potential conflict of interest</p> <p>9. You must comply with all laws in force in South Australia applicable to this RFQ Process</p> <p>10. The Purchaser may in its absolute discretion:</p> <ul style="list-style-type: none"> <li>• take into account any relevant consideration when evaluating quotes</li> <li>• invite any person or entity to lodge a quote</li> <li>• allow a supplier to change its quote</li> <li>• consider, decline to consider, or accept (at the Purchaser's sole discretion) a quote lodged other than in accordance with these conditions</li> <li>• suspend in part or whole, vary or abandon this procurement process at any time</li> <li>• make enquiries of any person or entity to obtain information about You (including but not limited to the Referees).</li> </ul>
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<b>Government Policies</b>	
Employment of Ex-Government Employees	Unless an exemption has been granted by the Treasurer, the Purchaser will not accept the services of any former public sector employee, either directly or through a third party, for a period that corresponds with the number of weeks of a targeted voluntary separation package received from the South Australian Government, where such engagement may breach the conditions under which the separation package was paid to the former public sector employee.
Disclosure of Government Contracts	If a contract is entered into, the Purchaser may disclose that contract and/or information in relation to it in either printed or electronic form and either generally to the public or to a particular person as a result of a specific request.
Allocation of Risk - Liability	<p>On 25 July 2016, the South Australian Cabinet approved a policy that for low to medium risk standard government procurement contracts, a supplier's liability will be capped at a multiple of between 1 and 5 of the total contract value with the multiple to be based on a risk assessment conducted by the procuring government agency.</p> <p>For high risk government procurement contracts, the procuring government agency will conduct a risk assessment and in consultation with SAICORP and the Crown Solicitor's Office, include appropriate clauses dealing with risk and liability based on that risk assessment.</p>

State Federal Cooperation on Trade Practice Matters	<p>You must submit with your Quote a signed declaration, in the form set out in Appendix 1 of this Invitation.</p> <p>If Your Quote is submitted jointly with another party or parties then each party must provide a signed declaration in the form set out in Appendix 1 of this invitation.</p>
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### Agency Specific Requirements

Respectful behaviours	<p>The Purchaser requires that all contracts with suppliers of goods and services include a “White Ribbon Campaign” clause that acknowledges the Purchaser’s commitment to a policy of zero tolerance to violence against women in the workplace and the broader community and requires the Suppliers’ personnel to comply with the Purchaser’s instructions, policies, procedures and guidelines regarding acceptable workplace behaviour.</p>
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### PART B - CONTRACT

A proposed Standard Goods and Services Agreement is attached as Appendix 2.

### PART C - SUPPLIER’S RESPONSE FORM (to be completed and returned by the supplier)

#### SUPPLIER DETAILS

Signed for and on behalf of:	<insert name of Supplier>
Authorised Person Signature:	
Authorised Person Name:	

Trading Name	<insert name>
Registered Name	<insert name>
ACN	<insert number>
ABN	<insert number>
Address of registered office	<insert address>
Place of business in South Australia (if relevant)	<insert address>
Type of entity (e.g. company, trust, partnership, sole trader, other)	<insert entity>
Key Personnel (e.g. director, chief executive officer, principal of business etc)	<insert names and positions>

Telephone	<insert phone number>
Website	<insert URL>

Contact Person	<insert name>
Position	<insert position>
Address	<insert address>
Postal address (if different to above)	<insert address>
Email	<insert email address>
Telephone	<insert phone number>

## PROCUREMENT DETAILS

### Response Against Evaluation Criteria

#### Weighted Criteria

#### 1. Demonstrated understanding of the project objectives and deliverables

Demonstrate Your understanding related to meeting the Purchaser's Requirements.

#### 2. Proposed methodology

- Detail your methodology to fulfil the Purchaser's Requirements.
- Include a breakdown for each milestone and interim deliverable.
- Include a project schedule that identifies expected timelines including expectations for client approvals.

<b>3. Relevant experience</b>	
<ul style="list-style-type: none"> <li>• Demonstrate the relevant experience of the personnel comprising the project team, including in (1) concept design of WSUD components using MUSIC including for South Australian conditions and (2) preparation of technical guidelines for stormwater quality management.</li> <li>• Include a CV for each nominated team member.</li> <li>• Detail/give examples of similar or related work completed by team members.</li> <li>• If the team includes personnel from different organisations, detail previous collaborations.</li> </ul>	
<b>4. Demonstrated capability</b>	
Including the nomination of referees to attest to Your ability to deliver projects on time and within budget. (See also “References” below.)	
<b>5. Price and value for money</b>	
<ul style="list-style-type: none"> <li>• Detail Your pricing structure.</li> <li>• Indicate costs for each milestone, including personnel contributing, number of hours, and unit rates.</li> <li>• Include unit rates for any additional work.</li> <li>• Detail assumptions built into the pricing structure.</li> <li>• Outline any value-add.</li> </ul>	
<b>6. Financial capability</b>	
Detail Your financial capability to meet the Purchaser’s Requirements.	

<b>7. Current workload</b>	
Outline Your current workload and any implications for meeting the Purchaser's Requirements.	
<b>8. Other information</b>	
Provide any other pertinent information regarding meeting the Purchaser's Requirements.	
<b>9. South Australian Industry Participation Policy Economic Contribution Test</b>	
<p>The South Australian Industry Participation Policy is the high-level framework for delivery of the South Australian Government's objectives including promoting capable businesses based in South Australia being given full, fair and reasonable opportunity to participate in government contracts</p>	<p>You must complete a <i>Metropolitan Economic Contribution Test</i> online.</p> <p><a href="http://www.industryandskills.sa.gov.au/industrypolicy">http://www.industryandskills.sa.gov.au/industrypolicy</a></p> <p>When you are on the Website, there are two templates You can choose from (Economic Contribution Test and Industry Participation Plan). Once you have chosen the Economic Contribution Test, you will need to select the correct region from within the template. For example, Metropolitan Adelaide or Regional South Australia etc.</p> <p>You must submit a copy of Your completed Economic Contribution Test with Your quote.</p> <p>Guidelines and templates are also available to assist You to understand the detail and information required to meet Industry Participation Policy requirements.</p> <p>Have you completed an Economic Contribution Test online and submitted a copy with Your Response?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>

<b>Compliance with Government Policies</b>	
<p>Allocation of Risk – Liability</p> <p>If there is a need to consider an alternative from the Liability position in the proposed Contract, please outline Your proposed position on limitation of liability, (including, but not limited to, whether a Scheme under the <i>Professional Standards Act 2004</i>, applies to You).</p>	

State Federal Cooperation on Trade Practice Matters	Have you attached a signed declaration with your Quote, in the form set out in Appendix 1 of this Invitation? <input type="checkbox"/> Yes <input type="checkbox"/> No
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<b>Compliance with Agency Specific Requirements</b>	
Do You agree to comply with the Agency Specific Requirements?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

<b>Conflict of Interest</b>	
Provide details of any actual or perceived interests, relationships or clients which may cause a conflict of interest or potential conflict of interest and actions to prevent or manage the conflicts of interest.	

<b>Risk Management</b>	
Provide details of the risk management strategies and practices that You would implement in the delivery of the Purchaser’s Requirement.	

<b>Insurance</b>	
Provide details of each insurance policy relevant to the Purchaser’s Requirement.	

<b>Compliance with Proposed Contract</b>	
Does Your Quote comply with all terms of the proposed Contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Your Quote does not comply with some or all of the terms of the contract You must provide reasons for the partial compliance or non-compliance for each clause below.	
Contract Clause No.	Explanation/comment

**References**

Please provide up to three references that may be contacted in relation to Your Quote.

Name	Contact Details

**APPENDIX 1: DECLARATION IN RELATION TO UNLAWFUL COLLUSION**

Re: ..... (“the Procurement”)  
[insert name of Procurement]

I, .....of .....  
[insert name and address of declarant]

**do hereby declare as follows:**

1. I hold the position of .....within .....Pty Ltd (“the Respondent”) and that I am authorised to provide this declaration on its behalf.
2. I confirm that the Quote submitted by the Respondent is independent and that there has not been any unlawful collusion with any other Respondent or party in connection with this Request for Quote process. This clause does not apply to any formal joint venture contractual arrangement entered into between the Respondent and any other person(s), the details of which have been provided to the Principal as part of the Quote submitted by the Respondent.
3. I confirm that the total value of the goods and/or services to be provided by sub-contractors, to the extent known at the time of making this declaration, is \$..... .
4. **[where that value exceeds 25% of the total value of the Quote]** Attached hereto is a complete list of all sub-contractors, the value, and the nature of the work to be provided under each sub-contract, to the extent known at the time of making this declaration.
5. I understand that if any part of this declaration is found to be false, the Principal reserves the right (regardless of any subsequent dealings) to:
  - terminate negotiations with the Respondent;
  - terminate consideration of the Respondent’s Quote; and
  - terminate any contract between the Respondent and the Principal in relation to the Procurement without any obligation on the Principal to make any payment to the Respondent.

..... /...../ 20 ...  
Signature Date

Note: If your Quote is submitted jointly with another party or parties then each joint respondent must provide a signed declaration in the form set out in Appendix 1.

**APPENDIX 2: PROPOSED CONTRACT**

**STANDARD GOODS AND SERVICES AGREEMENT**  
**Guidelines for the Model for Urban Stormwater Improvement**  
**Conceptualisation (MUSIC) for South Australia**



**Government  
of South Australia**

**<insert No.>**

**AGREEMENT** made on **<insert day>** of **<insert month>**, **<insert year>**

**BETWEEN:**

**THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1** (“the Government Party”)

**AND:**

**THE PARTY NAMED IN ITEM 2 OF ATTACHMENT 1** (“the Supplier”)

**IT IS AGREED** that this Execution Page, the Agreement Details (Attachment 1), the Terms and Conditions (Attachment 2), the Glossary of Defined Terms (Attachment 3), the Special Conditions (Attachment 4), the Specifications (Attachment 5) and the Pricing and Payment (Attachment 6), will together comprise the Agreement between the Parties for the provision of the Goods and/or Services specified in Attachment 1.

**EXECUTED AS AN AGREEMENT**

**EXECUTION BLOCKS TO BE INSERTED**

**Attachment 1 - Agreement Details (to be completed)**

<b>Item 1</b>	<b>Government Party</b>	Adelaide and Mount Lofty Ranges Natural Resources Management Board ABN: 91 779 541 621 Address: 205 Greenhill Road, Eastwood SA 5063
<b>Item 2</b>	<b>Supplier</b>	<insert name> <insert ACN> <insert address> Where trustee: <insert name of trust>
<b>Item 3</b>	<b>Commencement Date</b>	<insert>
<b>Item 4</b>	<b>Expiry Date</b>	<insert date (e.g. date that Goods are accepted or the expiry of any applicable Goods warranty or last date for performance of Services)>
<b>Item 5</b>	<b>Extension Period</b>	<insert period or insert "not applicable">
<b>Item 6</b>	<b>Supplier's ABN</b>	<insert ABN> Registered for GST: <Yes/No>
<b>Item 7</b>	<b>Contract Managers</b>	Government Party: <insert> Supplier: <insert>
<b>Item 8</b>	<b>Named Persons</b>	<insert names and positions or insert "not applicable">
<b>Item 9</b>	<b>Details of Goods</b>	Not applicable.
<b>Item 10</b>	<b>Delivery Date</b> <b>Delivery Point</b>	Not applicable. Not applicable.
<b>Item 11</b>	<b>Installation Date</b>	Not applicable.
<b>Item 12</b>	<b>Warranty Period</b>	Not applicable.
<b>Item 13</b>	<b>Details of Services</b>	Refer Attachment 5 - Specifications.
<b>Item 14</b>	<b>Delivery Date</b> <b>Delivery Point</b>	Not applicable. Not applicable.
<b>Item 15</b>	<b>Reports and Manuals</b>	Refer Attachment 5 - Specifications.
<b>Item 16</b>	<b>Milestone Dates</b>	Refer Attachment 5 - Specifications.

<b>Item 17</b>	<b>Price and Payment (including address for invoices)</b>	<p>&lt;insert relevant details&gt;</p> <p>Price: \$&lt;insert&gt; (GST inclusive)</p> <p>Manner of Payment: &lt;e.g. instalments, payments attached to achievement of milestones&gt;</p> <p><i>If required include detailed pricing information in Attachment 6</i></p>
<b>Item 18</b>	<b>Insurances</b> Public Liability Insurance Professional Indemnity Product Liability Insurance	<p>Not less than \$1,000,000</p> <p>Not less than \$1,000,000</p> <p>Not less than \$1,000,000</p>
<b>Item 19</b>	<b>Liability Limit</b>	2 x the aggregated value of the contract including GST.
<b>Item 20</b>	<b>Other Termination Rights</b>	<e.g. failure to meet [insert number] Service Levels or insert "not applicable">
<b>Item 21</b>	<b>Approved Subcontractors</b>	<insert relevant details or insert "not applicable">
<b>Item 22</b>	<b>Additional Personnel Checks</b>	Not applicable.
<b>Item 23</b>	<b>Notice Period for Termination for Convenience</b>	<insert period or "not applicable">

## Attachment 2 - Standard Terms & Conditions

### AGREED TERMS

#### 1. CONTRACT LENGTH

- 1.1 This Agreement commences on the Commencement Date and continues until the Expiry Date, unless terminated earlier or extended under clause 1.2.
- 1.2 This Agreement may be extended by the Government Party for the Extension Period by giving reasonable notice prior to the Expiry Date.

#### 2. CONTRACT MANAGERS

The persons named in Attachment 1 as the Contract Managers are the first point of contact between the Parties and are responsible for overseeing the effective administration of the Agreement including variations and extensions.

#### 3. SUPPLY OF GOODS (IF APPLICABLE)

- 3.1 If Goods are being supplied under this Agreement then the Supplier must:
- (a) supply the Goods in accordance with this Agreement;
  - (b) sell the Goods without encumbrance;
  - (c) deliver the Goods to the Delivery Point on or before the Delivery Date;
  - (d) comply with the Government Party's reasonable directions and delivery instructions;
  - (e) if requested by the Government Party, provide the Government Party with material safety data sheets with respect to the Goods delivered;
  - (f) provide test evidence for the Goods if required; and
  - (g) if indicated in Attachment 1, install the Goods on or before the Installation Date.
- 3.2 If the Supplier cannot comply with any of its obligations under clause 3.1, the Supplier must notify the Government Party in writing immediately.

#### 4. INSPECTION AND ACCEPTANCE OF GOODS (IF APPLICABLE)

- 4.1 The Government Party may inspect the Goods to determine whether to accept or reject the Goods.
- 4.2 The Government Party must accept the Goods if they conform with the requirements of this Agreement.
- 4.3 Subject to clause 4.4, the Goods are deemed to be accepted either:
- (a) on delivery, if the Government Party notifies the Supplier that it accepts the goods; or
  - (b) if no notice is issued by the Government Party, then 5 Business Days after delivery of the Goods to the Delivery Point.
- 4.4 If the Goods are consumable products and the Goods are found to be defective when first used, then the Government Party may reject the Goods under clause 4.5.
- 4.5 If the Government Party rejects the Goods due to non-conformity with the requirements of this Agreement, then the Government Party must notify the Supplier as soon as possible and require the Supplier at its sole cost, and at the Government Party's election to either:
- (a) resupply the Goods and remove the non-conforming Goods from the Delivery Point; or
  - (b) repair the Goods.
- 4.6 Acceptance of the Goods does not relieve the Supplier of any of its obligations under this Agreement.
- 4.7 The Supplier bears the risk in the Goods until delivery to the Delivery Point. Title in the Goods will pass to the Government Party upon the Government Party's acceptance of the Goods.

#### 5. WARRANTY PERIOD (IF APPLICABLE)

- 5.1 If during the Warranty Period the Goods fail to comply with the warranties in clause 9.1 then the Government Party may in its absolute discretion require that the Supplier at its expense:

- (a) replace the Goods within 10 Business Days of notification by the Government Party (or such other time as is agreed); or
- (b) refund the Price.

#### 6. SUPPLY OF SERVICES (IF APPLICABLE)

- 6.1 If Services are being supplied under this Agreement then the Supplier must ensure that the Supplier's Personnel provide the Services described in Attachment 1 in accordance with the terms and conditions of this Agreement.
- 6.2 Where Attachment 1 specifies Named Persons then the Services must be delivered by those Named Persons.
- A. The Supplier may substitute a Named Person with the consent of the Government Party subject to the Government Party being satisfied as to the expertise, experience and suitability of the substitute.
- 6.3 The Supplier must ensure that Services are delivered:
- (a) to a standard that meets or exceeds the Service Levels;
  - (b) in accordance with the warranties in clause 9.4; and
  - (c) by any Milestone Dates.
- 6.4 The Government Party's remedies for the Supplier's failure to meet a Service Level or for a breach of a warranty, includes resupply of the Services, a reduction of the price, termination, rebates or any other remedy specified in the Special Conditions.

#### 7. REPORTS AND MANUALS (IF APPLICABLE)

The Supplier must provide those reports, manuals or other materials specified in Attachment 1.

#### 8. SERVICE VARIATION (IF APPLICABLE)

- 8.1 If the Government Party wishes to vary the scope of the Services ("Variation"), it must issue a written request to the Supplier and the Supplier must within 5 Business Days (or such other period as agreed) provide a written quote ("Quote") setting out:
- (a) any impacts on the timing of or completion of tasks;
  - (b) the varied price and payment arrangements; and
  - (c) any changes to the terms that apply to the performance of the Services.
- 8.2 The Parties must negotiate in good faith to agree on the price and other terms applicable to the Variation.
- 8.3 If the Parties agree in writing to the terms of the Variation then:
- (a) the Supplier must perform the Services as varied by the Variation;
  - (b) the Government Party must pay the varied price;
  - (c) the terms and conditions of the Agreement are varied by the terms of the Variation.

#### 9. SUPPLIER'S WARRANTIES

- 9.1 If Goods are being supplied under this Agreement then the Supplier warrants that it has good and unencumbered title to the Goods and the Goods:
- (a) conform with any description applied and any sample provided by the Supplier;
  - (b) are new (unless otherwise specified);
  - (c) are free from defects in materials, manufacture and workmanship;
  - (d) conform to any applicable Australian Standards or other standards nominated in this Agreement;
  - (e) conform to the Specifications and any technical Specifications provided by the Supplier;
  - (f) are of merchantable quality;
  - (g) are installed correctly (if the Supplier is responsible for installation);
  - (h) are fit for their intended purpose; and
  - (i) are manufactured and supplied without infringing any person's Intellectual Property Rights.

- 9.2 The Supplier must ensure that the Government Party receives the full benefit of any manufacturer's warranties in respect of the Goods.
- 9.3 During any Warranty Period any defects in the Goods must be rectified at the Supplier's expense.
- 9.4 If Services are being supplied under this Agreement then the Supplier warrants that the Services will:
- (a) comply with the description of the Services in Attachment 1;
  - (b) be provided with due care and skill;
  - (c) be provided in a timely and efficient manner;
  - (d) be provided in accordance with the best practices current in the Supplier's industry;
  - (e) be supplied without infringing any person's Intellectual Property Rights;
  - (f) be performed by the Supplier and/or the Supplier's Personnel; and
  - (g) be supplied in the most cost effective manner consistent with the required level of quality and performance.
- 10. SUPPLIER'S PERSONNEL**
- 10.1 The Supplier, if required by the Government Party, must give its consent to and procure the consent of the Supplier's Personnel, to the conduct of a police check or any Additional Personnel Checks specified in Attachment 1.
- 10.2 If the Government Party gives the Supplier notice in writing requiring those persons to be withdrawn from supplying the Goods or providing the Services, and the Supplier must immediately comply with the notice and provide replacement Personnel acceptable to the Government Party.
- 10.3 The Supplier and the Supplier's Personnel must only use the Government Party's computer systems with the specific authorisation of the Government Party and only in the manner as directed by the Government Party from time to time.
- 10.4 The Government Party reserves the right to refuse entry to any of the Government Party's premises to any of the Supplier's Personnel.
- 11. PRICE AND PAYMENT**
- 11.1 In consideration for the supply of the Goods and/or the Services, the Government Party will pay the Price.
- 11.2 Unless otherwise expressly stated the Price is inclusive of GST.
- 11.3 The Supplier is entitled to invoice the Government Party for payment in respect of the Goods and/or Services, when the Goods have been supplied and accepted under clause 4, and the Services have been supplied in accordance with this Agreement.
- 12. GST**
- 12.1 Subject to clause 12.2 the Supplier represents that:
- (a) the ABN shown in Attachment 1 is the Supplier's ABN; and
  - (b) it is registered under the *A New Tax System (Australian Business Number) Act 1999 (Cth)*,
- 12.2 If the Supplier is not registered for GST, then GST must not be charged on supplies made under this Agreement.
- 13. INTELLECTUAL PROPERTY RIGHTS**
- 13.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.
- 13.2 The Supplier grants to the Government Party and the Crown in right of the State of South Australia a perpetual, irrevocable, royalty free, fee free licence to use, copy, modify and adapt any Intellectual Property Rights in any reports or manuals required to be supplied under this Agreement.
- 14. INSURANCE**
- 14.1 The Supplier must effect and maintain the policies of insurance specified in Attachment 1 for not less than the amounts specified in Attachment 1.
- 14.2 The policies of insurance referred to in clause 14.1 must be held until the expiry of the Agreement.
- 15. LIABILITY LIMIT**
- 15.1 The Supplier's liability to the Government Party under this Agreement is limited to the amount specified in Attachment 1.
- 16. CONFIDENTIAL INFORMATION**
- 16.1 Subject to this clause 16, neither Party may disclose any Confidential Information belonging to the other Party except as genuinely and necessarily required for the purpose of this Agreement.
- 16.2 A Party may disclose Confidential Information belonging to the other Party:
- (a) to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;
  - (b) as required by law or a court order;
  - (c) in accordance with any Parliamentary or constitutional convention;
  - (d) to the Australian Competition and Consumer Commission (ACCC) if the party reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is Cartel Conduct or unlawful collusion in connection with the supply of Goods or Services under this Agreement; or
  - (e) for the purposes of prosecuting or defending proceedings.
- 16.3 The Parties may mutually agree to disclose Confidential Information.
- 17. SET-OFF**
- Any claim the Government Party may have against the Supplier may be set off against monies owed to the Supplier under this Agreement.
- 18. DISPUTE RESOLUTION**
- 18.1 Subject to clause 18.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.
- 18.2 Either Party may give the other a notice in writing ("**dispute notice**") setting out the details of the dispute.
- 18.3 Within 5 Business Days or such other period as may be agreed by the Parties, representatives must meet and use reasonable endeavours to resolve the dispute.
- 18.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.
- 19. ENDING THIS CONTRACT**
- 19.1 The Government Party may terminate this Agreement immediately upon giving notice in writing to the Supplier if:
- (a) the Government Party reasonably forms the opinion that the Supplier will be unable to perform its obligations under this Agreement;
  - (b) the Supplier is in breach of this Agreement and has not rectified such breach within 10 Business Days of the Government Party giving notice in writing to the Supplier requiring the rectification of such breach;
  - (c) the Government Party becomes aware that the Supplier is in breach of its statutory obligations with respect to its employees;
  - (d) the Supplier fails to comply with a notice issued under clause 10.2; or
  - (e) the Supplier fails to disclose a conflict of interest;
  - (f) any Other Termination Right occurs; or
  - (g) the Supplier suffers or, in the reasonable opinion of the Government Party, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.
- 19.2 The Government Party may terminate this Agreement without cause by giving the Supplier the period of notice specified in Attachment 1 ("**Notice Period for Termination for Convenience**").
- 19.3 If the Government Party terminates this Agreement in accordance with clause 19.2:
- (a) the Supplier has no claim against the Government Party arising out of or in relation to such termination other than the right to be paid for Goods accepted and/or Services provided before the effective termination date; and

- (b) the Supplier must comply with all reasonable directions given by the Government Party.
- 19.4 The Supplier may terminate this Agreement immediately upon giving notice in writing to the Government Party if the Government Party is in breach of this Agreement and has not rectified such breach within 14 days of the Supplier giving notice in writing to the Purchaser requiring the rectification of such breach.
- 20. EFFECT OF ENDING THIS CONTRACT**
- 20.1 Any termination of this Agreement by either Party does not affect any accrued right of either Party.
- 20.2 Despite termination or completion of this Agreement, this clause 20 and clauses 9, 13, 14, 15, 16, 17 and those Special Conditions that by their nature remain in force, shall survive.
- 21. SUBCONTRACTING**
- 21.1 With the exception of the Approved Subcontractors described in Attachment 1, the Supplier must not engage any subcontractor without the prior written permission of the Government Party.
- 21.2 The Supplier remains responsible for obligations performed by the Approved Subcontractors to the same extent as if such obligations were performed by the Supplier.
- 22. CONFLICT OF INTEREST**
- 22.1 The Supplier must disclose in writing to the Government Party all actual and potential conflicts of interest that exist, arise or may arise (either for the Supplier or the Supplier's Personnel) in the course of performing its obligations under this Agreement as soon as practical after it becomes aware of that conflict.
- 23. COMPLIANCE WITH LAWS**
- The Supplier must comply with the laws in force in the State of South Australia in performing its obligations under this Agreement.
- 24. GOVERNING LAW AND JURISDICTION**
- 24.1 This Agreement is governed by the laws in the State of South Australia.
- 24.2 The courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement.
- 25. ENTIRE AGREEMENT**
- The Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understanding and negotiations in respect of the matters dealt with in this Agreement.
- 26. NO ASSIGNMENT**
- 26.1 The Supplier must not assign, encumber or otherwise transfer any of its rights or obligations under this Agreement without the written approval of the Government Party which approval shall not be unreasonably withheld.
- 26.2 Subject to any contrary legislative intention, the Parties agree that if there is any Machinery of Government Change, this Agreement is deemed to refer to the new entity succeeding or replacing the Government Party and all of the Government Party's rights and obligations under this Agreement will continue and will become rights and obligations of that new entity.
- 27. MODIFICATION**
- No addition to or modification of any provision of this Agreement will be binding upon the Parties unless made by written instrument signed by the Parties.

- 28. SEVERANCE**
- 28.1 Each word, phrase, sentence, paragraph and clause of this Agreement is severable.
- 28.2 Severance of any part of this Agreement will not affect any other part of this Agreement.
- 29. COUNTERPARTS**
- This Agreement may be executed in any number of counterparts each of which is taken to be an original. All of those counterparts taken together constitute one (1) instrument. An executed counterpart may be delivered by email.
- 30. WORK HEALTH & SAFETY**
- 30.1 The Supplier must comply with the *Work Health and Safety Act 2012* (SA) at all times, regardless of whether the Government Party issues direction in that regard or not.
- 30.2 If all or part of the work under this Agreement is to be provided on the premises of the Government Party and under the direction of the Government Party, the Supplier must comply with the Government Party's work health and safety policies, procedures and instructions. If the Supplier becomes aware of any potentially hazardous situation on the Government Party's premises, the Supplier must immediately bring it to the Government Party's attention.
- 31. ACTING ETHICALLY**
- The Supplier must conduct itself in a manner that does not invite, directly or indirectly, the Government Party's officers, employees or agents or any public sector employee (as defined in the *Public Sector Act 2009* (SA)) to behave unethically, to prefer private interests over the Government Party's interests or to otherwise contravene the Code of Ethics for the South Australian Public Sector.
- 32. INTERPRETATION**
- 32.1 Defined terms are set out in the Glossary of Defined Terms in Attachment 3.
- 32.2 In resolving inconsistencies in this Agreement, the documents have the following order of priority:
- Special Conditions (Attachment 4);
  - Standard Terms and Conditions (Attachment 2); and
  - the other Attachments.
- 32.3 In this Agreement (unless the context requires otherwise):
- a reference to any legislation includes:
    - all legislation, regulations and other forms of statutory instrument issued under that legislation; and
    - any modification, consolidation, amendment, re-enactment or substitution of that legislation;
  - a word in the singular includes the plural and a word in the plural includes the singular;
  - a reference to two or more persons is a reference to those persons jointly and severally;
  - a reference to dollars is to Australian dollars;
  - a reference to a Party includes that party's administrators, successors and permitted assigns.
- 33. SPECIAL CONDITIONS**
- The special conditions (if any) form part of this Agreement and to the extent of any inconsistency, take precedence over the other terms of this Agreement.

### Attachment 3 - Glossary of Defined Terms

**NOTE: Not all terms may be required for a particular procurement**

In this Agreement:

- (a) **"Acceptance Date"** means the date that the Goods are accepted by the Government Party;
- (b) **"Approved Subcontractors"** means those subcontractors specified in Attachment 1;
- (c) **"Business Day"** means any day that is not a Saturday or Sunday or a public holiday in South Australia;
- (d) **"Cartel Conduct"** means conduct by two or more parties who are competitors (or would be but for the conduct) who enter into a contract, arrangement or understanding that involves price fixing, output restrictions, allocating customers, suppliers or territories, or bid-rigging, as defined in s44ZZRD of the *Competition and Consumer Act 2010* (Cth);
- (e) **"Code of Ethics for the South Australian Public Sector"** is the code of ethics for the purposes of the *Public Sector Act 2009* (SA);
- (f) **"Confidential Information"** means information which is identified either as confidential information (if disclosed by the Government Party) or proprietary information (if disclosed by the Supplier), but does not include this Agreement;
- (g) **"Consultancy Services"** means services provided by Consultants;
- (h) **"Consultant"** has the same meaning as in DPC027 *Disclosure of Government Contracts* and means a person or entity that is engaged by a public authority for a specified period to carry out a task that requires specialist skills and knowledge not available in the public authority. The objectives of the task will be achieved by the consultant free from direction by the public authority as to the way it is performed and in circumstances in which the engagement of a person under normal circumstances is not a feasible alternative;
- (i) **"Delivery Date"** means the date and time specified in Attachment 1 for delivery of the Goods;
- (j) **"Delivery Point"** means the location(s) specified in Attachment 1, where the Goods and/or Services will be delivered;
- (k) **"Extension Period"** means the period by which the Agreement is extended as specified in Attachment 1;
- (l) **"Goods"** means the goods specified in Attachment 1;
- (m) **"GST"** means the tax imposed by the GST Law;
- (n) **"GST Law"** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (o) **"Installation Date"** means the date specified in Attachment 1 for the installation of the Goods;
- (p) **"Intellectual Property Rights"** means all intellectual property rights, including but not limited to:
  - (i) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
  - (ii) any application or right to apply for registration of any of the rights referred to in paragraph (a), but for the avoidance of doubt excludes moral rights and performers' rights;
- (q) **"Machinery of Government Change"** means a change to the structure, function or operations of the South Australian Government or the Government Party as a result of any government reorganisation, restructuring or other organisational or functional change;
- (r) **"Measurement Period"** means the period over which the performance of a Service Level is measured;
- (s) **"Milestone Dates"** means dates by which Services must be delivered as specified in Attachment 1;
- (t) **"Named Persons"** means the persons specified in Attachment 1;
- (u) **"Notice Period for Termination for Convenience"** means the time period specified in Attachment 1;
- (v) **"Other Termination Right"** means the termination rights specified in Attachment 1;
- (w) **"Party"** means a party to this Agreement;
- (x) **"Personal Information"** means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
- (y) **"Purchase Order"** means an order for Goods and/or Services submitted by the Government Party to the Supplier;
- (z) **"Price"** means the price payable under this Agreement specified in Attachment 1 and includes any price varied under clause 8;
- (aa) **"Service Levels"** means the service levels (if any) specified in the Specifications;
- (bb) **"Services"** means the services specified in Attachment 1;
- (cc) **"Special Conditions"** means the conditions in Attachment 4 and where relevant includes agency specific Special Conditions;
- (dd) **"Specifications"** means the detailed description of the Goods/Services in Attachment 5;
- (ee) **"Supplier Personnel"** means any Approved Subcontractors, employees, agents and any other person employed or engaged by the Supplier to perform this Agreement and includes the Named Persons;
- (ff) **"Term"** means the period commencing on the Commencement and ending on the Expiry Date unless terminated earlier and includes any extension and;
- (gg) **"Warranty Period"** means the period specified in Attachment 1.

## Attachment 4 - Special Conditions

### S7. PRIVACY

#### S7.1 The Supplier must:

- S7.1.1 comply with the South Australian Government Information Privacy Principles (a copy of which can be found at <http://www.dpc.sa.gov.au/documents/rendition/B17711#sthash.s76QhRX6.dpuf>) (“IPPs”) as if the Supplier were an “agency” for the purposes of the IPPs, in undertaking its obligations under this Agreement including in relation to all Personal Information received, created or held by it for the purposes of this Agreement; and
- S7.1.2 allow the Government Party to undertake, and cooperate with any audit or investigation which the Government Party deems necessary to verify that the Supplier is complying with the IPPs.

#### S7.2 The Supplier must promptly notify the Government Party if it fails to comply with this clause or if it becomes aware of any actual or threatened disclosure of or unauthorised access to Personal Information.

### S15. RESPECTFUL BEHAVIOURS

#### S15.1 The Supplier acknowledges the Government Party’s zero tolerance towards men’s violence against women in the workplace and the broader community.

#### S15.2 The Supplier agrees that, in performing the Services, the Supplier’s Personnel will at all times:

- S15.2.1 Act in a manner that is non-threatening, courteous and respectful; and
- S15.2.2 comply with any instructions, policies, procedures or guidelines issued by the Government Party regarding acceptable workplace behaviour.

#### S15.3 If the Government Party believes that the Supplier’s Personnel are failing to comply with the behavioural standards specified in this clause, then the Government Party may in its absolute discretion:

- S15.3.1 prohibit access by the relevant Supplier’s Personnel to the Government Party’s premises; and
- S15.3.2 direct the Supplier to withdraw the relevant Supplier’s Personnel from providing the Services.

## Attachment 5 - Specifications

<insert detailed Specifications>

DRAFT

## Attachment 6 – Pricing and Payment

<insert detailed pricing and payment>

DRAFT

**APPENDIX 3: SPECIFICATION**



## 1. Overview

Development of guidelines for the calibration and application of the Model for Urban Stormwater Improvement Conceptualisation (MUSIC) is a priority project within the Water Sensitive SA Business Plan and is seen as a key initiative required to support the mainstream adoption of water sensitive urban design (WSUD) and practice in South Australia. Figure 1 identifies the full suite of Water Sensitive SA priority projects and how they contribute to the development and implementation of the [SA WSUD policy](#). Establishment of MUSIC guidelines for South Australia is one of the final projects to complete the resource kit needed to underpin adoption of the SA WSUD policy.

MUSIC is a modelling tool that simulates the behaviour of stormwater in urban catchments, enabling estimation of the pollutant load emanating from the stormwater runoff associated with a development. It can be used to estimate the pollutant reduction capability of a range of stormwater treatment measures such as raingardens, wetlands, and so on. MUSIC is widely accepted nationally as the preferred tool to demonstrate compliance of a development's proposed stormwater treatment train with any stormwater runoff pollutant reduction targets policy applying to the area in the relevant locality.

MUSIC software is licenced through eWater Limited, a public incorporated limited guarantee, not-for-profit Australian company established in 2005, that evolved out of the CRC for Catchment Hydrology (CRCCH; 1992–2005) and CRC for Freshwater Ecology (CRCFE; 1993–2005).

Each time a consultant uses the MUSIC model to undertake this analysis they must calibrate the model for the local conditions, i.e., soil types, rainfall/runoff characteristics. The ability of the model to accurately predict stormwater runoff is highly dependent on the model calibration. It is proposed that guidelines for SA-specific conditions, for a range of localities, e.g., Adelaide plains, Mount Barker, etc., be developed to:

- (i) reduce the risk of incorrect assumptions in the model calibration resulting in outputs that do not accurately reflect catchment conditions, and
- (ii) improve the efficiency in this process by having a set of criteria for SA conditions.

Complementary resources to support such a guideline also required are:

- (iii) downloadable MUSIC input file of parameters calibrated to specific zones for SA to further assist the efficiency and accuracy of applying the MUSIC model to South Australia, and
- (iv) a tool to aid assessment of MUSIC models for compliance with the proposed MUSIC guidelines.

[eWater](#) provides tools and services to support the application of MUSIC software through [MUSIC-link](#) for participating Councils. In South Australia the City of Onkaparinga currently subscribes to this service. MUSIC-link provides locality-specific modelling parameters to designers, enabling efficiencies in the development application, effectively removing the burden of MUSIC calibration from the task of a consulting engineer and aiding the development assessment process through streamlining review of modelling inputs and results. For example, Councils can automatically generate reports from MUSIC about the performance of proposed stormwater designs, and then check these for compliance, rather than painstakingly gathering this information from the MUSIC models that developers have submitted.

Melbourne Water also offers a similar tool known as MUSIC Auditor, which is a tool for checking the parameter inputs to MUSIC models to ensure they comply with relevant guidelines and are within expected or reasonable ranges. The MUSIC Auditor is free for anyone to use within Melbourne Water's area of responsibility. Councils can 'audit' models created in MUSIC submitted to them and consultants can check their own models before submission to identify anything they might need to adjust or explain before submission.

The MUSIC Auditor is intended for use by suitably experienced professionals with an understanding of water sensitive urban design and the use of MUSIC. It should not be relied upon as the final authority regarding appropriate input parameters. Rather it is intended to support users and assessors by providing guidance. The Auditor is not currently licensed or authorised for use outside Melbourne



Water's area of responsibility and should not be relied upon outside this area for any commercial purposes.

## 2. Context

It has long been recognised by the South Australian government, the Department for Environment and Water (DEW), the Adelaide and Mount Lofty Ranges Natural Resources Management (NRM) Board, and Water Sensitive SA that the state's land use planning system is a key lever to facilitate multifunctional living/green infrastructure and water sensitive urban design.

Under the current planning reforms there will be an increased emphasis on long-term integrated planning, high-quality design (including of the public realm), sustainability and liveability. This emphasis is reflected in [The 30 Year Plan for Greater Adelaide](#) and will be reflected in the other planning tools as they are rolled out over the next few years. Water Sensitive SA is working closely with the Department of Planning, Transport and Infrastructure in the development of performance-based planning policy for green infrastructure and WSUD (Priority Project 7), with a view to incorporating stormwater runoff pollution reduction performance measures within the proposed Planning and Design Code. The online stormwater assessment tool (Priority Project 4) and associated deemed to satisfy guideline (Priority Project 3) for small-scale developments will assist proponents of minor infill projects to comply with the proposed WSUD policy. Development of MUSIC Guidelines and web-based electronic resources to aid MUSIC calibration and review of model compliance with SA WSUD objectives would support proponents of greenfield and major infill developments to prepare stormwater management plans for their more complex projects to comply with the same.

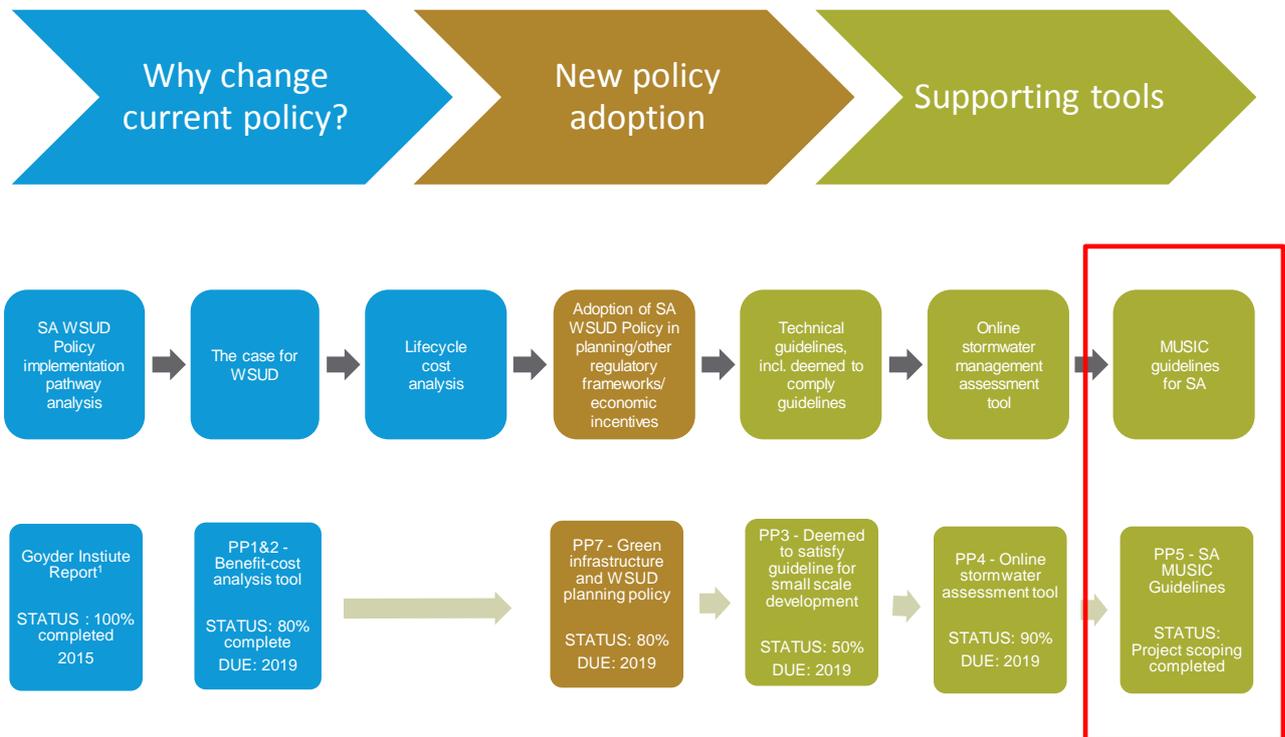


Figure 1 – Status of initiatives to support mainstream adoption of water sensitive urban design practices

<sup>1</sup>: Cook S, Myers B, Newland P, Pezzaniti D, Kemp D (2015), [Pathways for Implementation of Water Sensitive Urban Design Policy in South Australia](#). Goyder Institute for Water Research Technical Report Series No. 15/51, Adelaide, South Australia. ISSN: 1839-2725.



### 3. Project objective(s)

To develop a guideline and related e-resources as a technical reference for MUSIC software users within South Australia.

### 4. Project outputs

The deliverables are:

#### Stage 1

- MUSIC guidelines for South Australia, including MUSIC calibration input tables for the agreed specific zones for SA within the following regions :
  - Adelaide and Mount Lofty Ranges Natural Resources Management region
  - SA Murray-Darling Basin Natural Resources Management region
  - Northern and York Natural Resources Management region
  - Mount Gambier
  - Others determined in accordance recommendations within Section 4 (pp 53–95) of Myers et al (2015).

#### Stage 2

- MUSIC electronic tools for SA:
  - downloadable MUSIC input file of parameters calibrated each of the specified zones for SA to further assist the efficiency and accuracy of applying the MUSIC model to South Australia and
  - a tool to aid assessment of MUSIC models for compliance with the MUSIC guidelines (as developed in Stage 1).

### 5. Guideline content

The guidelines will be written with the assumption that the user has no prior knowledge of the MUSIC model software and its application and shall clearly state MUSIC's purpose as a validation or compliance tool and that designs must be based on first principles.

The MUSIC Guidelines for South Australia shall be consistent with MUSIC version 6.3 and shall include, but is not be limited to, the following information:

- An overview of climatic conditions (rainfall, temperature, evaporation) and soil types each of the specified zones for SA as listed in Section 4 of this brief, including advice as to how predicted future climatic changes shall be catered for within the tool.
- Stormwater quality management objectives for each region, or sub-region in necessary.
- Catchment model setup, including a clear justification for parameters selected:
  - meteorological data, modelling period and time-step, catchment properties: land use types, rainfall runoff and pollutant export parameters, calibration etc.)
  - stormwater treatment nodes (configuration and parameters)
  - stormwater treatment nodes for WSUD features including: rainwater tanks, wetlands, swales, bioretention systems, bioretention swales, buffers, gross pollutants, sediment basins, infiltration systems, permeable and porous pavements, sand filters, stormwater harvesting and generic nodes.
- Interpretation of results.
- Presentation of results data to support compliance with WSUD performance-based policy, in particular, stormwater runoff pollutant load reduction targets.



## 6. Scope of work

### Stage 1 – MUSIC Guidelines for South Australia

#### 1.1 Project establishment

- Facilitate project steering group meeting to refine the project scope, methodology and deliverables.

The project steering group will consist of representatives from Stormwater Management Authority, Environment Protection Authority, local government, and the Water Sensitive SA Steering Committee.

- Consult with Councils and interstate regional authorities with existing MUSIC guidelines to identify any ways in which their guidelines could be improved and report findings.

#### 1.2 Guideline development

- Technical review of Myers, B, Cook, S, Pezzaniti, D, Kemp, D, Newland, P, 2015, Implementing Water Sensitive Urban Design in Stormwater Management Plans, Goyder Institute for Water Research Technical Report Series No. 16/7, Adelaide, South Australia. Part IV – Assessing Water Quality Improvement: MUSIC Modelling Recommendations for South Australia (pp. 53-95)

The technical (peer) review report shall include details of any recommendations by the successful consultant with respect to

- meteorological data, source nodes, rainfall-runoff parameters, pollutant data, etc, and
- “specified zones for SA” for which default MUSIC input parameters can be established.

that differ from the Goyder report, with an associated explanation of why different values are recommended.

- Consult with:
  - SA practitioners on their needs from the MUSIC Guidelines for SA.
  - MUSIC-link users, including City of Onkaparinga and other interstate users, Melbourne Water’s MUSIC auditor users, and any other relevant organisations who may have a related e-tool to assess MUSIC guideline compliance outcomes regarding:
    - > the functionality,
    - > usability and
    - > costof these tools and provide a brief report detailing the findings.
- Prepare a draft MUSIC guideline framework for approval by the client (HOLD POINT).
- Prepare a draft MUSIC guideline for South Australia, including:
  - tables of default input parameters for calibration of MUSIC for each of the specified zones for SA.
  - MUSIC reporting and assessment tables as a checklist,for approval by the project steering group (HOLD POINT).
- Amend the draft guideline in accordance with feedback from the project steering group.
- Prepare final draft guidelines for broader industry consultation.
- Conduct a workshop with SA WSUD practitioners on the content of the final draft MUSIC Guidelines for SA to raise awareness of the project and garner any feedback on the report



content. Note: Time shall be allowed for written comment in addition to any feedback provided via this workshop.

- Amend the final draft MUSIC guidelines in accordance with industry feedback (as endorsed by the client) and issue the final MUSIC Guidelines for SA.

## Stage 2 – MUSIC electronic tools for SA

### 2.1 MUSIC input files

- Provide electronic MUSIC input parameter files for each of the specified zones for SA as described within the proposed MUSIC Guidelines for South Australia in a format compatible with the latest version of MUSIC, currently version 6.3.

### 2.2 MUSIC compliance tool

- Develop a web-based tool that enables a comparison of key input design criteria and output results of MUSIC models with the parameters and performance objectives for each of the specified zones for SA as defined in the proposed MUSIC Guidelines for South Australia (as developed in Stage 1). The tool should have an “at a glance” warning functionality indicating when input parameters or water quality load reduction performance results of the modelled water sensitive urban design (WSUD) solution fall outside the range nominated for the specified zones for SA.

## 7. Background resources/references

- Myers, B, Cook, S, Pezzaniti, D, Kemp, D, Newland, P (2015), Implementing Water Sensitive Urban Design in Stormwater Management Plans, Goyder Institute for Water Research Technical Report Series No. 16/7, Adelaide, South Australia.  
Part IV – Assessing Water Quality Improvement: MUSIC Modelling Recommendations for South Australia (pp 53 – 98).
- Water sensitive urban design: Creating more liveable and water sensitive cities in South Australia (known as the South Australian WSUD Policy).
- Water by Design (2010). MUSIC Modelling Guidelines, SEQ Healthy Waterways Partnership Brisbane. Queensland. ISBN 978-0-9806278-4-8.
- Melbourne Water, (2018), MUSIC Guidelines Input parameters and modelling approaches for MUSIC users in Melbourne Water’s service area.
- Sydney Catchment Authority, (2012), Using MUSIC in Sydney’s Drinking Water Catchment, ISBN: 978-0-9874680-0-0.

## 8. Deliverables and milestones

Milestone/hold points	Description	Due date
<b>Stage 1</b>	<b>MUSIC Guidelines for SA</b>	
Milestone 1.1	Peer review report Myers B, et. al., 2015, <a href="#">Implementing Water Sensitive Urban Design in Stormwater Management Plans</a> , Goyder Institute for Water Research Technical Report Series No. 16/7, Adelaide, South Australia. Part IV – Assessing Water Quality Improvement: MUSIC Modelling Recommendations for South Australia (pp. 53-98)	Within 4 weeks of commencement.
Milestone 1.2	Consultation report	Within 11 weeks of commencement.
Milestone 1.3a	Draft MUSIC Guidelines for SA	Within 15 weeks of commencement.
Milestone 1.3b	Final MUSIC Guidelines for SA	30 June 2019



Milestone/hold points	Description	Due date
<b>Stage 2</b>	<b>MUSIC compliance tool for SA</b>	
Milestone 2.1	Downloadable MUSIC input files of parameters for each of the <i>specified zones for SA</i>	TBA
Milestone 2.2	A web-based tool to aid assessment of MUSIC models for compliance with the proposed MUSIC guidelines for South Australia.	TBA

## 9. Work Health and Safety

### 9.1. Days of Heightened Fire Danger

The Contractor shall comply with the attached DEW *Days of Heightened Fire Danger Procedure*.

### 9.2. Contractor Safety Procedure

The attached DEW *Contractor Safety Procedure* details DEW/NRM board and Contractor WHS responsibilities and requires the completion of an assessment of the level of WHS risk associated with the contract (see section 9.3 below).

### 9.3. WHS risk level assessment

In accordance with the *Contractor Safety Procedure* the level of WHS risk associated with the contract has been assessed by the NRM board as "Low" on the basis that the delivery of this project is primarily office-type work.

# DEWNR PROCEDURE



Government of South Australia  
Department of Environment,  
Water and Natural Resources

Ref: DEWNR 58/0485

## Days of Heightened Fire Danger Procedure

### Work Health Safety and Injury Management (WHS&IM) Program 2

This Procedure details requirements for Department of Environment, Water and Natural Resources (DEWNR) employees wishing to undertake [fieldwork](#) and/or travel on days of heightened fire danger.

#### What guides this Procedure?

[DEWNR Emergency Management Policy](#)

#### What is the scope of this Procedure?

This Procedure applies to all DEWNR employees and others conducting work on behalf of DEWNR, who work in or undertake work travel through [bushfire prone areas](#) on [days of heightened fire danger](#).

It **does not apply** to employees who are members of the DEWNR Country Fire Service (CFS) Brigade and are involved in fire management activities.

#### What is the context of this Procedure?

DEWNR is committed to systematically planning for and managing its responses to [days of heightened fire danger](#) (that is when the [Fire Danger Rating](#) as issued by the [Bureau of Meteorology](#) is 'Severe', 'Extreme' or 'Catastrophic') to ensure that, as far as reasonably practicable, employees, volunteers, visitors and contractors are not at risk from bushfires.

The CFS has implemented a range of fire danger ratings (see [Appendix A](#)) that inform the public about the forecasted fire danger severity and what preparations they should take prior to a bushfire starting. If a [Fire Danger Rating](#) of 'Catastrophic' is declared, **NO fieldwork** is to be undertaken in any [bushfire prone area](#) in the declared region without specific approval from the Group Executive Director unless that work is related to approved bushfire response or patrol duties.

#### Who is responsible for what?

The **Chief Executive** will:

- provide appropriate resources to enable implementation of this Procedure across DEWNR.

Procedure Writer:	Workplace Safety and Wellbeing Unit	Version:	Approved Version
DEWNR Branch:	People, Capability and Culture	Date approved:	28 October 2013
DEWNR Group:	Customer and Corporate Services	Review date:	28 October 2015
Keywords:	Fire; catastrophic fire danger; severe fire danger; extreme fire danger		
File Name:	DEWNR WHS&IM Program 2 – Emergency Management		Page 1 of 14

# DEWNR PROCEDURE



Government of South Australia  
Department of Environment,  
Water and Natural Resources



## Group Executive Directors will:

- ensure this Procedure is implemented in their area of responsibility
- be the source for authorisation of essential fieldwork in a '[Catastrophic](#)' declared region.

## Branch Head/Regional Managers will:

- ensure this Procedure is implemented in their area of responsibility
- ensure that a risk assessment is conducted of worksites located in bushfire prone areas to establish their risk level and suitability for use on days of heightened fire danger
- ensure that emergency procedures are in place for worksites located in bushfire prone areas
- make appropriate resources, including suitably equipped vehicles, instruction and training available to employees undertaking work in the field to meet the requirements of this Procedure.

## Managers (or nominated delegate) will:

- ensure that all employees are informed of and are aware of their responsibilities in relation to this Procedure and receive the training required to implement it
- prepare (in consultation with employees) a Bushfire Survival Plan for any fieldwork proposed to occur in bushfire prone areas on days of '[Extreme](#)' fire danger (see [Appendix B](#))
- ensure that the cancellation of public events on days of '[Catastrophic](#)' fire danger is communicated to attendees using appropriate methods of communication
- where necessary develop, communicate and implement a Bushfire Contingency Plan for a worksite located within a bushfire prone area
- ensure that responsible employees make volunteers aware of this Procedure and any relevant local procedures and that volunteers:
  - participate in any induction, training or instruction provided in regard to bushfire safety
  - participate in any applicable risk assessment process (refer [Volunteer Safety Framework](#)) do not enter any park or reserve that has been closed because of fire danger and act in accordance with the recommendations of the Regional Manager/nominated delegate on days of heightened fire danger.

## Employees will:

- familiarise themselves and act in accordance with the content of this Procedure, relevant Bushfire Survival Plans and any relevant local procedures, including those of the area they are travelling to or within.

On '[Catastrophic](#)' fire danger rating days employees will:

- attend work unless alternative arrangements have been negotiated with their manager.

Procedure Writer:	Workplace Safety and Wellbeing Unit	Version:	Approved Version
DEWNR Branch:	People, Capability and Culture	Date approved:	28 October 2013
DEWNR Group:	Customer and Corporate Services	Review date:	28 October 2015
Keywords:	Fire; catastrophic fire danger; severe fire danger; extreme fire danger		
File Name:	DEWNR WHS&IM Program 2 – Emergency Management		Page 2 of 14

# DEWNR PROCEDURE



Government of South Australia  
Department of Environment,  
Water and Natural Resources

On '[Severe](#)' or '[Extreme](#)' fire danger rating days employees will:

- o obtain their manager's approval of proposed [fieldwork](#) or other outdoor activities that are outside a [Bushfire Safer Precinct](#) or a [Safer Settlement](#).

**NOTE:** Employees are encouraged to develop their own personal Bushfire Survival Plan to ensure their families and properties are prepared for the impact of bushfire. Normal leave entitlements are available where time off is required to manage personal matters.

**Contractors** are required to:

- not undertake work in any location where a '[Catastrophic](#)' fire danger rating has been declared
- provide details to DEWNR Contract Managers of their arrangements for managing bushfire risk on other days of heightened fire danger, taking into account the location and nature of work being undertaken
- comply with direction provided by DEWNR management in relation to the safety of themselves and others affected by their work.

## What steps do I need to take to comply?

### 1. OPERATING PROCEDURES

#### 1.1 Known Fire

If a bushfire is burning in an area where fieldwork is scheduled to be carried out, that work is to be rescheduled. If a bushfire is burning within 10 km of a proposed travel route, that travel is to be re-routed and if this is not possible, rescheduled.

#### 1.2 Days of '[Catastrophic](#)' Fire Danger

##### **Fieldwork**

If a fire danger rating of '[Catastrophic](#)' is declared, **NO** [fieldwork](#) is to be undertaken in any [bushfire prone area](#) (i.e. outside of a CFS [Bushfire Safer Precinct](#) or [Safer Settlement](#)) in the declared region without specific direction from the Group Executive Director, unless that work is related to bushfire response or patrol duties. If the Group Executive Director approves work on a day of '[Catastrophic](#)' fire danger, a Bushfire Survival Plan ([Appendix B](#)) must accompany the request for approval. Employees planning fieldwork during the fire danger season are responsible for checking applicable fire danger ratings, which are available from the CFS from 4pm on the day prior.

Where a field party is already in the field, they must contact their manager to determine whether work should be continued or whether the party should retire to an adjacent "safe" location (see CFS [Bushfire Safer Precinct](#)). The field party will be recalled if either there is a fire burning in the

Procedure Writer:	Workplace Safety and Wellbeing Unit	Version:	Approved Version
DEWNR Branch:	People, Capability and Culture	Date approved:	28 October 2013
DEWNR Group:	Customer and Corporate Services	Review date:	28 October 2015
Keywords:	Fire; catastrophic fire danger; severe fire danger; extreme fire danger		
File Name:	DEWNR WHS&IM Program 2 – Emergency Management	Page 3 of 14	

# DEWNR PROCEDURE



Government of South Australia  
Department of Environment,  
Water and Natural Resources

location or threatening to enter the location or to cut off escape routes. In the absence of a fire, fieldwork may be continued only in areas providing adequate emergency egress.

All public meetings and events hosted by or associated with DEWNR will be cancelled on days of '[Catastrophic](#)' fire danger. Parks and reserves are generally closed on such days and members of the public should not enter or remain in these areas.

### **Work at DEWNR Worksites**

On days of '[Catastrophic](#)' fire danger only essential work, for example watering plants in a nursery, feeding animals etc, will be undertaken at DEWNR worksites located in [bushfire prone areas](#), unless that work is related to bushfire response or patrol duties. Essential work is to be undertaken as early as possible in the day.

### **Work Travel**

All work related activities that involve travel through an area with a '[Catastrophic](#)' fire danger rating will be risk assessed. Only travel that is considered essential for business purposes will be permitted and this must be approved by the Manager ([Appendix C](#) should be used for this purpose). Adequate communication arrangements must be in place.

### **Personal Travel and Bushfire Survival Plans**

Employees are not permitted to work from home if they reside within a '[Catastrophic](#)' declared area (unless their home is in a [Bushfire Safer Precinct](#)).

Where an employee's residence requires them to travel through a '[Catastrophic](#)' declared area to attend their workplace or travel home, managers will work with the employee to consider options for alternative work arrangements (e.g. at another workplace). Leave options will be available to manage individual circumstances, such as implementing personal bushfire survival plans, caring for family members or to avoid travel through a '[Catastrophic](#)' declared area to attend work.

### **1.3 Days Rated as '[Severe](#)' or '[Extreme](#)' Fire Danger**

All work undertaken during the [Fire Danger Season](#) or on other days of '[Severe](#)' or '[Extreme](#)' fire danger must conform with legislation and CFS regulations. A permit must be obtained from the CFS where proposed work does not conform with fire restrictions under the [Fire and Emergency Services Act 2005](#).

[Fieldwork](#) is subject to the following conditions:

- A risk assessment of the scheduled work has been undertaken:
  - On days of '[Severe](#)' fire danger the risks of the planned work must be considered and the work approved by the manager. Where proposed fieldwork is assessed as low risk, based on the location and/or nature of the work, it may be pre-approved.
  - On days of '[Extreme](#)' fire danger a [Bushfire Survival Plan](#) must be approved by the manager (see [Appendix B](#)). Employees must have immediate access to their vehicle

Procedure Writer:	Workplace Safety and Wellbeing Unit	Version:	Approved Version
DEWNR Branch:	People, Capability and Culture	Date approved:	28 October 2013
DEWNR Group:	Customer and Corporate Services	Review date:	28 October 2015
Keywords:	Fire; catastrophic fire danger; severe fire danger; extreme fire danger		
File Name:	DEWNR WHS&IM Program 2 – Emergency Management		Page 4 of 14

# DEWNR PROCEDURE



Government of South Australia  
Department of Environment,  
Water and Natural Resources

for the purpose of early evacuation. Work away from designated roads and tracks should not be undertaken.

- Where the extended weather forecast indicates a day(s) of '[Extreme](#)' fire danger, planned fieldwork involving overnight absence should be re-evaluated based on the risk level of the work.
- Where a field party is already in the field in a bushfire prone area on a day of '[Extreme](#)' fire danger, their manager is to determine whether work should be continued or whether the party should retire to a "safe" location (see CFS Bushfire Safer Precincts).

Travel to or through [bushfire prone areas](#) on days rated as '[Extreme](#)' will be risk assessed and approved by the manager ([Appendix C](#) may be used for this purpose). Adequate communication arrangements must be in place.

## 2. RISK ASSESSMENT

### 2.1 Site Risk Assessment

Branch/Regional Managers are to arrange for risk assessment to be conducted and documented for all worksites located in [bushfire prone areas](#). It is not a requirement to conduct a risk assessment if the worksite is located within a CFS '[Safer Precinct](#)' or '[Safer Settlement](#)'.

The risk assessment will consider two elements:

- The location of the worksite taking into account topography, fuel and vegetation types, fire history, access and egress, to determine the current Bushfire Attack Level (BAL) of the site. DEWNR Fire Management employees have been trained to conduct worksite risk assessments and can be accessed by contacting the Senior Fire Management Officer – Planning, within the Fire Management Unit.
- Where indicated, an accredited assessor will undertake an assessment of the building structure and its ability to withstand levels of bushfire attack. This will determine its suitability to be used as a place of refuge during bushfires (as per Australian Standards 3959 Building in a Bushfire Prone Area).

Based on the outcome of the risk assessment a documented **Bushfire Contingency Plan** will be developed for the site detailing the emergency response in the event of a bushfire. Emergency response measures are to be promulgated to all employees and be clearly displayed at the worksite.

Procedure Writer:	Workplace Safety and Wellbeing Unit	Version:	Approved Version
DEWNR Branch:	People, Capability and Culture	Date approved:	28 October 2013
DEWNR Group:	Customer and Corporate Services	Review date:	28 October 2015
Keywords:	Fire; catastrophic fire danger; severe fire danger; extreme fire danger		
File Name:	DEWNR WHS&IM Program 2 – Emergency Management		Page 5 of 14

# DEWNR PROCEDURE



Government of South Australia  
Department of Environment,  
Water and Natural Resources

If the site is assessed as not being able to withstand bushfire attack i.e. unsuitable as a place of last resort, the site manager will either:

- Consider the feasibility of works that could be undertaken to manage the risk (including improving the fire resistance of the buildings) and ensure that those works are implemented; or
- Close the site when the Fire Danger Index exceeds that level determined as safe and develop a site Bushfire Contingency Plan to manage safety on such days. This may involve relocating to an alternative work site e.g. CFS [Safer Precinct](#) or [Safer Settlement](#).

Bushfire Contingency Plans should be reviewed prior to the commencement of each [Fire Danger Season](#).

## 2.2 Bushfire Survival Plan

A Bushfire Survival Plan ([Appendix B](#)) must be prepared for [fieldwork](#) undertaken outside of a [Bushfire Safer Precinct](#) or [Safer Settlement](#) on a day of 'Extreme' fire danger. This comprises a risk assessment of the proposed work and contingency arrangements if a bushfire were to occur in the area of work. The manager retains responsibility for authorising or rescheduling the work.

The risk assessment is to consider:

- Forecast fire danger rating for that area
- If the work is essential or non-essential. Consideration will be given to implications to stakeholders, departmental assets and infrastructure
- Location and nature of the area in which fieldwork is planned
- Existing or recent bushfire activity in, or adjacent to, the area of proposed fieldwork
- Proximity to a ['Bushfire Safer Settlement'](#) or ['Bushfire Safer Precinct'](#)
- Access and alternative access or escape options
- Required items of personal protective and safety equipment
- Adequacy of communications equipment and procedures
- Employee personal health considerations.

Procedure Writer:	Workplace Safety and Wellbeing Unit	Version:	Approved Version
DEWNR Branch:	People, Capability and Culture	Date approved:	28 October 2013
DEWNR Group:	Customer and Corporate Services	Review date:	28 October 2015
Keywords:	Fire; catastrophic fire danger; severe fire danger; extreme fire danger		
File Name:	DEWNR WHS&IM Program 2 – Emergency Management		Page 6 of 14

# DEWNR PROCEDURE



Government of South Australia  
Department of Environment,  
Water and Natural Resources



## 3. COMMUNICATIONS

### **Communications Plan**

A communications plan is required for fieldwork and travel on days of '[Severe](#)' '[Extreme](#)' and (if applicable) '[Catastrophic](#)' fire danger. This must comply with requirements of the department's Remote and Isolated Work procedure.

A designated Contact Officer will inform the field party of any fire occurring in the vicinity of the party. This requires them to maintain contact with the CFS to ensure information is up to date. A range of communication tools is available from the CFS for this purpose including website, smart phone (Android and iOS) applications and automated email alerts. Additionally, the CFS Hotline (1300 362 361) provides fire information and bushfire warning messages are broadcast over ABC AM/FM Radio Stations. Managers and contact officers must ensure that the method they use is reliable in their circumstances and location.

### **Communications Equipment**

Managers must ensure that field parties have, at all times, at least one effective means of communication for the area in which they are working and employees are trained in its operation. This requires a back up method to be available where the preferred method may become unreliable e.g. mobile telephone black spots, to ensure one is always operative.

***Under no circumstances should employees enter any [bushfire prone area](#) on a day of '[Extreme](#)' fire danger without a working method of communication.***

## 4. VEHICLES

On days of heightened fire danger vehicles to be driven off sealed roads must:

- be fitted with a functioning exhaust system that minimises the chance of fire ignition  
***NOTE: Catalytic converters fitted to both petrol and diesel 4 x 4 Vehicles become extremely hot and pose a risk of igniting dry vegetation***
- not be driven or parked off track
- be equipped as detailed in the [Bushfire Survival Plan](#) (equipment checked at the beginning of the fire danger season)
- be provided with a CFS mapbook for the area indicating potential evacuation routes/points.

Where work is required to be undertaken away from a vehicle, this should be at a safe distance, allowing for prompt evacuation of the field party at the first sign of a fire threat.

Procedure Writer:	Workplace Safety and Wellbeing Unit	Version:	Approved Version
DEWNR Branch:	People, Capability and Culture	Date approved:	28 October 2013
DEWNR Group:	Customer and Corporate Services	Review date:	28 October 2015
Keywords:	Fire; catastrophic fire danger; severe fire danger; extreme fire danger		
File Name:	DEWNR WHS&IM Program 2 – Emergency Management		Page 7 of 14

# DEWNR PROCEDURE



Government of South Australia  
Department of Environment,  
Water and Natural Resources



## 5. INCIDENT REPORTING

The following will be reported using the Department's [Hazard and Incident Reporting Module](#) (HIRM):

- involvement in a bushfire situation or forced evacuation from a bushfire
- failure of the communications plan.

### Other relevant documents

- [Work Health and Safety Act 2012](#) and [Work Health and Safety Regulations 2012](#)
- [Fire and Emergency Services Act 2005 and Regulations 2010](#)
- [Whole-of-Government Operating Principles on days of 'Catastrophic' Fire Danger Rating 2013](#)
- Bureau of Meteorology website: <http://www.bom.gov.au/weather/sa/forecasts/shtml>
- Country Fire Service Regulations – see website: <http://www.cfs.org.au>
- [Aus/NZS Risk Management - Principles and Guidelines](#) (AS/NZS ISO 31000:2009)
- Australian Standards *Building in a Bushfire Prone Area* (AS3959)
- [DEWNR Emergency Response and Contingency Planning Procedure](#)
- [DEWNR Remote and Isolated Work Procedure](#)
- [DEWNR Hazard and Incident Reporting and Investigation Procedure](#)

### Definitions

**Bushfire Prone Areas:** All areas outside of a Bushfire Safer Precinct or Safer Settlement as identified by the CFS. Areas of particular risk include:

- Forests, bushland, scrub, parks, reserves, paddocks, gullies
- Areas where escape from a fire would be difficult due to terrain, roads, vegetation etc.

**Day of Heightened Fire Danger (Total Fire Ban):** declared when the fire danger rating is '[Severe](#)' or above (i.e. '[Severe](#)', '[Extreme](#)' or '[Catastrophic](#)'. See [Appendix A](#)). A Total Fire Ban may be declared individually for any Fire Ban District.

**Bushfire Safer Precincts:** locations in outer Adelaide metropolitan and major rural locations that have been assessed by the CFS as providing relative safety in the event of a bushfire. Refer to [CFS website](#) for data and maps defining Safer Precincts.

**Bushfire Safer Settlement:** inner metropolitan Adelaide.

Procedure Writer:	Workplace Safety and Wellbeing Unit	Version:	Approved Version
DEWNR Branch:	People, Capability and Culture	Date approved:	28 October 2013
DEWNR Group:	Customer and Corporate Services	Review date:	28 October 2015
Keywords:	Fire; catastrophic fire danger; severe fire danger; extreme fire danger		
File Name:	DEWNR WHS&IM Program 2 – Emergency Management	Page 8 of 14	

# DEWNR PROCEDURE



Government of South Australia  
Department of Environment,  
Water and Natural Resources



**Contact officer:** a person responsible for monitoring contact arrangements and receiving call-ins from field staff.

**Fieldwork:** work undertaken outdoors in a range of locations away from landline communication systems, including travel to the location where such work is undertaken.

**Fire Ban Districts:** Areas experiencing similar climatic conditions and with similar geographical attributes. The State is divided into 15 Districts for the purpose of declaring Fire Danger Seasons and fire bans. Refer to CFS website.

**Fire Danger Index (FDI):** is calculated using a combination of temperature, relative humidity, wind speed, vegetation and fuel types and time since rain (drought factor) for a given day.

**Fire Danger Rating** (as determined by the Fire Danger Index): indicates the expected behaviour of a bushfire and advises appropriate actions to be taken in the event of a fire. (See [Appendix A](#)) The Fire Danger Rating is issued by the [Bureau of Meteorology](#) after 4:00 pm daily for the following day's conditions and is also available from the [CFS website](#) and police stations.

**Fire Danger Season:** operates between November and March, although variations exist between Fire Ban Districts. Restrictions are applied to the lighting of fires during the Fire Danger Season. The CFS may however impose Total Fire Bans at any time of the year.

**Site Manager:** The person with specific responsibilities for the maintenance of a safe work environment at each worksite. This is the senior manager at the worksite or a manager nominated by that person. Where DEWNR occupies multiple levels in the same building, each level is considered a separate worksite.

**Worksite:** Any structure which comprises a wall and/or a roof, including all buildings, sheds and outbuildings.

## Contact

[Workplace Safety and Wellbeing Unit](#)

[People Capability and Culture Branch](#)

Ben Bruce

**GROUP EXECUTIVE DIRECTOR  
CUSTOMER AND CORPORATE SERVICES**

Date: 28 October 2013

Procedure Writer:	Workplace Safety and Wellbeing Unit	Version:	Approved Version
DEWNR Branch:	People, Capability and Culture	Date approved:	28 October 2013
DEWNR Group:	Customer and Corporate Services	Review date:	28 October 2015
Keywords:	Fire; catastrophic fire danger; severe fire danger; extreme fire danger		
File Name:	DEWNR WHS&IM Program 2 – Emergency Management	Page 9 of 14	

# DEWNR PROCEDURE



Government of South Australia  
Department of Environment,  
Water and Natural Resources

## Appendix A

### CFS FACT SHEET - FIRE DANGER RATINGS

No. 28 | October 2010 | Page 1 of 1



To help you assess your level of bushfire risk and action to take, it is important that you understand the Fire Danger Rating.

The rating is forecast by the Bureau of Meteorology each day and is an early indicator for you of the potential danger, should a bushfire start. The higher the Fire Danger Rating, the more dangerous the fire conditions.

The Fire Danger Rating chart will assist you to understand the predicted bushfire behaviour, potential impacts and recommended actions you should take for each category level. Take the time to review and understand the chart.

**The Fire Danger Rating is not a predictor of how likely a bushfire is to occur, but how dangerous it could be if it did occur. It should be used as an early indicator to trigger your plans.**

The Fire Danger Rating is issued by the Bureau of Meteorology after 4pm the day before and is available at [www.bom.gov.au](http://www.bom.gov.au)

 Fires can threaten suddenly and without warning  Watch for signs of fire, especially smoke and flames  Know the Fire Danger Rating in your area and be aware of local conditions  Have your Bushfire Survival Plan and kit ready  Call 000 to report a fire  To seek information • listen to local radio, • go to <a href="http://www.cfs.sa.gov.au">www.cfs.sa.gov.au</a> • or call the Bushfire Information Hotline on 1300 362 361 (TTY 133 677)  	Fire Danger Rating	What Does It Mean?	What Should I Do?
	<b>CATASTROPHIC</b> Total Fire Ban	<ul style="list-style-type: none"> <li>These are the worst conditions for a bush or grass fire.</li> <li>If a fire starts and takes hold, it will be extremely difficult to control and will take significant fire fighting resources and cooler conditions to bring it under control.</li> <li>Spot fires will start well ahead of the main fire and cause rapid spread of the fire. Embers will come from many directions.</li> <li>Homes are not designed or constructed to withstand fires in these conditions.</li> <li>The safest place to be is away from bushfire prone areas.</li> </ul>	<ul style="list-style-type: none"> <li><b>YOU NEED TO ACT NOW</b></li> <li>Put your survival first and leave bushfire prone areas the night before or early in the day – this is your safest option.</li> <li>Act immediately – do not wait and see</li> <li>Avoid forested areas, thick bush or long, dry grass;</li> <li>Prepare, know and practise a plan for:                             <ul style="list-style-type: none"> <li>When you will leave</li> <li>How you will get there</li> <li>What you will do if you cannot leave</li> <li>Where you will go</li> <li>When you will return</li> </ul> </li> </ul>
	<b>EXTREME</b> Total Fire Ban	<ul style="list-style-type: none"> <li>These are very hot, dry and windy conditions for a bush or grass fire.</li> <li>If a fire starts and takes hold, it will be unpredictable, move very fast and very difficult for fire fighters to bring under control.</li> <li>Spot fires will start and move quickly. Embers may come from many directions.</li> <li>Homes that are prepared to the highest level, have been constructed to bushfire protection levels and are actively defended may provide safety.</li> <li>You must be physically and mentally prepared to defend in these conditions.</li> <li>The safest place to be is away from bushfire prone areas.</li> </ul>	<ul style="list-style-type: none"> <li><b>YOU NEED TO GET READY TO ACT</b></li> <li>Only stay with your property if you are prepared to the highest level. This means your home needs to have been constructed to bushfire protection levels e.g.; enclosed eaves, covers over external air conditioners, metal flyscreens etc.</li> <li>You must be well prepared and able to actively defend your home if a fire starts. This means you have the right equipment and resources to put out fires around your home e.g.; enough water supply, petrol/diesel portable pump, generator, protective clothing etc.</li> <li>If you are not prepared to the highest level, leaving bushfire prone areas early in the day is your safest option.</li> </ul>
	<b>SEVERE</b> Total Fire Ban	<ul style="list-style-type: none"> <li>These are hot, dry and possibly windy conditions for a bush or grass fire.</li> <li>If a fire starts and takes hold, it will be hard for fire fighters to bring under control.</li> <li>Well prepared homes that are actively defended can provide safety.</li> <li>You must be physically and mentally prepared to defend in these conditions.</li> </ul>	<ul style="list-style-type: none"> <li><b>YOU NEED TO BE AWARE</b></li> <li>Well prepared homes that are actively defended can provide safety. This means you have the right equipment and resources to put out fires around your home e.g.; enough water supply, petrol/diesel portable pump, generator, protective clothing etc.</li> <li>If you are not prepared, leaving bushfire prone areas early in the day is your safest option.</li> </ul>
	<b>VERY HIGH</b>	<ul style="list-style-type: none"> <li>If a fire starts, it is likely to be controlled in these conditions and homes can provide safety.</li> </ul>	<ul style="list-style-type: none"> <li>Check your Bushfire Survival Plan.</li> <li>Monitor conditions.</li> <li>Action may be needed.</li> <li>Leave if necessary.</li> </ul>
	<b>HIGH</b>	<ul style="list-style-type: none"> <li>Be aware of how fires can start and reduce the risk.</li> </ul>	
<b>LOW - MODERATE</b>			



**PREPARE. ACT. SURVIVE.**



Procedure Writer:	Workplace Safety and Wellbeing Unit	Version:	Approved Version
DEWNR Branch:	People, Capability and Culture	Date approved:	28 October 2013
DEWNR Group:	Customer and Corporate Services	Review date:	28 October 2013
Keywords:	Fire; catastrophic fire danger; severe fire danger; extreme fire danger		
File Name:	DEWNR WHS&IM Program 2 – Emergency Management		Page 10 of 14

# DEWNR PROCEDURE



Government of South Australia  
Department of Environment,  
Water and Natural Resources

## Appendix B

### BUSHFIRE SURVIVAL PLAN

Required for fieldwork conducted outside Bushfire Safer Precincts or Safer Settlements on days of 'Extreme' fire danger. Must be approved by manager prior to work being undertaken.

<b>Prepared by</b>		<b>Manager</b>	
<b>Travel Dates</b>		<b>to</b>	<b>Work group</b>
<b>Fire Ban District(s) of fieldwork and associated travel</b>		<b>Fire Danger Rating</b>	

**Fieldwork is not to be undertaken if the fire danger rating is 'Catastrophic'.**

#### Description of proposed fieldwork destination

<b>Location/park/reserve</b>	
<b>Exact location</b>	
<b>Nature of fieldwork</b>	

<b>Fieldwork risk factors</b>	<b>Y/N</b>	<b>Response</b>
Is there a fire burning in area?		If yes reschedule
Is fieldwork essential?		If no reschedule
Relevant health condition that affects employee's safety?		If yes reschedule
Do you need to work away from designated roads or tracks?		If yes reschedule
Does work require a CFS permit?		If yes re-evaluate the timing of the work considering risk level
Does fieldwork entail overnight absence?		If yes re-evaluate the timing of the work considering risk level
Is vehicle to be taken off sealed roads?		If yes re-evaluate the timing of the work considering risk level

Procedure Writer:	Workplace Safety and Wellbeing Unit	Version:	Approved Version
DEWNR Branch:	People, Capability and Culture	Date approved:	28 October 2013
DEWNR Group:	Customer and Corporate Services	Review date:	28 October 2013
Keywords:	Fire; catastrophic fire danger; severe fire danger; extreme fire danger		
File Name:	DEWNR WHS&IM Program 2 – Emergency Management	Page 11 of 14	

# DEWNR PROCEDURE



Government of South Australia  
Department of Environment,  
Water and Natural Resources



**Continue to generate Bushfire Survival Plan if indicated by risk assessment outcomes**

## Field Party Details

Name	Mobile Phone	Vehicle Registration	Make/Model/Description

## Communications Equipment *(must be at least one operational method at all times)*

Satphone No.	SPOT	HF Channel	GRN Channel	Other
EPIRB UIN No.				

## Communication Plan

Contact Officer name	Business Phone	After Hours Phone	Mobile Phone
Arrival time at destination		Departure time	
Contact (call in) frequency		Contact times	

## Evacuation Plan

Nearest Bushfire Safer Precinct/place of last resort	Distance	Route (and alternative route)

Procedure Writer:	Workplace Safety and Wellbeing Unit	Version:	Approved Version
DEWNR Branch:	People, Capability and Culture	Date approved:	28 October 2013
DEWNR Group:	Customer and Corporate Services	Review date:	28 October 2013
Keywords:	Fire; catastrophic fire danger; severe fire danger; extreme fire danger		
File Name:	DEWNR WHS&IM Program 2 – Emergency Management		Page 12 of 14

# DEWNR PROCEDURE



Government of South Australia  
Department of Environment,  
Water and Natural Resources



## Bushfire Equipment/PPE – for Fieldwork

Complete the checklist to indicate that you have <u>all</u> of the following items	Y/N	Comments
Water (2 litres minimum per person)		
Heavy duty woollen and/or fire blanket (per person)		
Pressurised fire extinguisher – Water, 9L minimum		
First Aid kit		
Cotton or leather gloves (per person)		
Protective clothing, including cotton long-sleeved shirt, trousers and a hat		
CFS mapbook of area indicating potential evacuation points and Bushfire Safer Precincts		
A copy of any relevant instructions or information to assist bushfire survival		

**Note: Pressurised fire extinguishers** are suitable for combating a small fire e.g. smouldering stump or camp fire or a local spot fire of less than 10 square metres that is not being fanned by the wind. They are to be mounted in the rear compartment of the vehicle by accredited vehicle service agents using approved mounting brackets. Equipment will be maintained in working order, filled to maximum level and pressurised ready to operate at short notice.

**Employee's Signature:** ..... **Date:** .....

### Approval granted by manager or nominated delegate:

**Name:** .....

**Position:** .....

### Conditions of Approval:

.....  
.....

**Signature:** ..... **Date:** .....

### Organisational Contacts

Name	Business Phone	After Hours	Mobile Phone
Line Manager			
Other			

Procedure Writer:	Workplace Safety and Wellbeing Unit	Version:	Approved Version
DEWNR Branch:	People, Capability and Culture	Date approved:	28 October 2013
DEWNR Group:	Customer and Corporate Services	Review date:	28 October 2013
Keywords:	Fire; catastrophic fire danger; severe fire danger; extreme fire danger		
File Name:	DEWNR WHS&IM Program 2 – Emergency Management		Page 13 of 14

# DEWNR PROCEDURE



Government of South Australia  
Department of Environment,  
Water and Natural Resources



## CHECKLIST FOR TRAVELLING

## Appendix C

**For work travel on days of Catastrophic or Extreme fire danger rating. This checklist is not a replacement for a written Bushfire Survival Plan required for field work.**

Issue	Y/N	Decision or Action
Is travel outside of Safer Precincts necessary today (or can it be rescheduled)?		Non-essential travel should be rescheduled to a day of lesser bush fire risk.
Has the fire danger rating of each Fire Ban District that the planned route will enter been checked?		If fire danger is <u>Catastrophic</u> in any of these Districts only essential travel is permitted.
Is deterioration to a higher fire danger rating likely during the planned trip?		Check the weather forecast during the day and adjust the time of day of travel as required.
Are there bush fires burning within 10km of the planned travel route?		Avoid travel if bushfire is burning near the route.
Are there Bushfire Safer Precincts and places of last resort refuge along the route?		Check locations of Safer Precinct/refuge and carry copies of the maps in the vehicle.
Have alternate routes or deviations (avoiding travel on dirt tracks) been determined?		Safe deviation using alternate main roads along the route exists.
Access/egress from destination – is there more than one way out of the location?		Alternate exit strategy from location identified to avoid becoming trapped at destination.
Does the vehicle have sufficient fuel for the trip including a detour if necessary.		Check there is sufficient fuel with a margin for unplanned deviations.
Is adequate drinking water carried in the vehicle?		There is at least 1 litre of drinking water for each passenger.
Is an effective, fully charged communication device suitable for the location being carried?		Mobile and (where necessary) an alternative communication device, with full charge/ connection to vehicle battery.
Is the vehicle equipped with fire blankets?		A fire blanket should be available for each passenger.
Has a communications plan been prepared and a Contact Officer assigned?		Confirmed communications plan exists. The manager or another nominated person has been notified of destination and ETA.

**Signed** ..... **Date** .... / .... / .... **Approved by Manager** .....

**Leave copy with the nominated person for communications (Contact Officer).**

Procedure Writer:	Workplace Safety and Wellbeing Unit	Version:	Approved Version
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File Name:	DEWNR WHS&IM Program 2 – Emergency Management		Page 14 of 14

# DEWNR PROCEDURE



Government of South Australia  
Department of Environment,  
Water and Natural Resources

Ref: DEWNR 58/0486

## Contractor Safety Procedure

### Work Health Safety and Injury Management (WHS&IM) Program 3

This Procedure outlines the processes to be applied in the Department of Environment, Water and Natural Resources (DEWNR) for the safety management of contracted work.

#### What guides this Procedure?

[DEWNR Hazard Management Policy](#)

#### What is the scope of this Procedure?

This Procedure applies to all employees, contractors, sub-contractors and labour hire personnel, while on DEWNR managed sites or conducting DEWNR business. It applies to all contracted work undertaken by the department, including all construction projects and [high risk construction work](#).

#### What is the context of this Procedure?

DEWNR is committed to ensuring that contractors engaged by DEWNR work in a safe manner according to the requirements of the [Work Health and Safety Act 2012](#) (the Act) and accompanying [Work Health and Safety Regulations 2012](#) (the Regulations) and [Codes of Practice](#).

Under the Act, both DEWNR and contractors have duties in relation to contracted work. These are known as 'Shared Duties' and can be summarised as the need to 'Consult, Cooperate and Coordinate' to ensure that the work is performed safely and without risk to any worker (DEWNR or contractor) or other person in the workplace.

These duties will be fulfilled by ensuring that:

- risks to the health and safety of contractors and others who may be present in the workplace are identified and communicated to the contractor
- contractors have suitable strategies in place to identify hazards that may arise during the period of the contract and manage them in a way that minimises the risk of injury or ill health to those in the workplace.

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File Name:	DEWNR WHS&IM Program 3 –Hazard Management	Page 1 of 17	

# DEWNR PROCEDURE



Government of South Australia  
Department of Environment,  
Water and Natural Resources



## Who is responsible for what?

The **Chief Executive** and **Group Executive Directors** will:

- ensure that all levels of management have appropriate resources and authority to enable the successful implementation of this Procedure in the workplaces they control.

**Branch Heads/Regional Managers** will:

- ensure that this Procedure is implemented in the Branch/Region for which they have responsibility.

**Contract Manager** will:

- ensure that hazards associated with the site at which contracted work is to be performed are identified and communicated to contractors
- consult with, and seek evidence from the contractor of their ability to manage hazards in a way that protects the health and safety of all people at, or reasonably expected to be at the workplace
- co-ordinate with the contractor to ensure an induction to the site is received
- review and seek early resolution of safety concerns and evaluate safety performance at the end of the contract.

**Contractors** will:

- comply with the Act and associated Regulations and [Codes of Practice](#)
- plan for/and carry out the work in a manner that does not adversely affect the health, safety or welfare of DEWNR employees and/or any other persons working in or visiting the workplace
- develop safety plans and/or site-specific safety procedures relevant to site hazards and work activities and ensure these are followed
- supply and maintain plant, equipment and protective equipment for use in the contracted work in sound condition
- ensure that all their employees and sub-contractors, who will be directly involved in the contracted works, are appropriately licensed and induct them in safety procedures relevant to the work to be undertaken, prior to the commencement of such work
- ensure that they consult with DEWNR's contract manager prior to commencing work, and where there are any changes to the work schedule that have implications for workplace health and safety (WHS)
- provide written notification to the DEWNR contract manager within 24 hours of any hazard, injury, accident or dangerous occurrence arising from the work

Procedure Writer:	Workplace Safety and Wellbeing Unit	Version:	Approved Version
DEWNR Branch:	People, Capability and Culture	Date approved:	29 November 2013
DEWNR Group:	Customer and Corporate Services	Review date:	29 November 2015
Keywords:	Contract for services, Contract for Works, Construction, Contractors;		
File Name:	DEWNR WHS&IM Program 3 –Hazard Management	Page 2 of 17	

# DEWNR PROCEDURE



Government of South Australia  
Department of Environment,  
Water and Natural Resources

- notify the DEWNR contract manager of any Improvement or Prohibition Notice that is issued under the Act by SafeWork SA as a result of any notifiable or dangerous incident in connection with the work.

## **Employees, contractors, sub-contractors, labour hire personnel will:**

- assist in the proactive identification, assessment and control of hazards that may threaten the health and safety of contractors, their employees or sub-contractors and any other person reasonably expected to be on or about the contractor's workplace
- follow documented safety procedures intended to reduce the risk of injury arising from the work
- obey any reasonable direction intended to reduce the risk of injury resulting from the work
- inform their manager or supervisor of any hazardous situations arising as a result of the contacted work
- use any equipment provided to reduce the risks associated with the work.

## The **Workplace Safety and Wellbeing Unit** will:

- develop and review this Procedure in consultation with relevant stakeholders
- provide advice to support the implementation of this Procedure.

## **What steps do I need to take to comply?**

### **DETERMINING WHS REQUIREMENTS FOR CONTRACTED WORK**

The WHS requirement for contractor safety management reflects the level of risk associated with the contract. [Appendix E](#) provides an indicative framework to guide the assessment of contract risk level.

#### **1. REQUIREMENTS FOR LOW RISK WORK**

Examples of work considered low risk include labour hire companies providing office based workers, engagement of consultants and training providers, the maintenance and repair of equipment, cleaning or minor building repairs.

The contract manager will:

- consult with the contractor e.g. labour hire agency to discuss any reasonably foreseeable risks of the work and agree on safety measures.
- where relevant, require evidence of the contractor's ability to safely perform the work, for example any required licence or permit.
- induct the contractor to site, making sure they are aware of any risks at the worksite that have the potential to affect their safety. Where appropriate introduce the contractor to DEWNR

Procedure Writer:	Workplace Safety and Wellbeing Unit	Version:	Approved Version
DEWNR Branch:	People, Capability and Culture	Date approved:	29 November 2013
DEWNR Group:	Customer and Corporate Services	Review date:	29 November 2015
Keywords:	Contract for services, Contract for Works, Construction, Contractors;		
File Name:	DEWNR WHS&IM Program 3 –Hazard Management	Page 3 of 17	

# DEWNR PROCEDURE



Government of South Australia  
Department of Environment,  
Water and Natural Resources

employees with safety roles e.g. Health and Safety (H&S) Representative, first aid officer. The DEWNR [Contractor Induction Checklist](#) is to be completed.

Where the period of engagement is protracted and/or work is performed alongside DEWNR employees, ensure that the contractor is aware of DEWNR policies and procedures relevant to their work with which they will need to comply. The contract manager must also provide opportunities for the contractor to be included in consultation regarding safety matters.

**NOTE: Leased buildings** – contractor coming on site to perform building-related duties, where DEWNR has not directly engaged the contractor. There remains a duty to ensure that any risks of the worksite that are known to DEWNR and have the potential to affect the safety of the contractor are brought to the attention of the contractor.

## 2. REQUIREMENTS FOR MEDIUM AND HIGH RISK WORK

(See Flowchart – [Appendix A](#))

### 2.1. Specification Development

The Contract Manager will ensure prior to engaging a contractor that:

- 2.1.1. A hazard identification team comprising the Contract Manager, relevant manager or supervisor and relevant employee representative is formed to inspect the worksite(s) (or a representative sample) and identify hazards that will affect the work to be performed by the successful contractor using the **Contract Hazard Identification Checklist** (see [Appendix B](#)).
- 2.1.2. The **Contractor Safety Plan Checklist** (see [Appendix C](#)) is provided to the contractor. The successful contractor is required to complete the [Contractor Safety Plan Checklist](#) prior to work commencing.
- 2.1.3. Where a written specification is developed, attach the [Contractor Hazard Assessment Checklist](#) and the [Contractor Safety Plan Checklist](#) to the specification.

### 2.2. Procurement and Contracting

The Contract Manager will ensure prior to commencement of contract, that:

- 2.2.1. The contractor be provided the opportunity to inspect the site to identify hazards and familiarise themselves with the site conditions in which the work will be performed before they submit a bid.
- 2.2.2. Bid documents received from contractors bidding for the work include the completed [Contractor Safety Plan Checklist](#) and provide evidence of:
  - o Systems to effectively manage the hazards identified in the [Contractor Hazard Assessment Checklist](#)

Procedure Writer:	Workplace Safety and Wellbeing Unit	Version:	Approved Version
DEWNR Branch:	People, Capability and Culture	Date approved:	29 November 2013
DEWNR Group:	Customer and Corporate Services	Review date:	29 November 2015
Keywords:	Contract for services, Contract for Works, Construction, Contractors;		
File Name:	DEWNR WHS&IM Program 3 –Hazard Management	Page 4 of 17	

# DEWNR PROCEDURE



Government of South Australia  
Department of Environment,  
Water and Natural Resources

- Processes for identifying and controlling hazards arising during the course of the contract
  - A system or process to inform the DEWNR contract manager of any safety issues or incidents arising during the course of the contract
- 2.2.3. The adequacy of the included safety documentation is reviewed as part of the tender/quote evaluation process. Assistance is available from the [Workplace Safety and Wellbeing Unit](#) on request.
- 2.2.4. The [Contractor Hazard Assessment Checklist](#), [Contractor Safety Plan Checklist](#) and associated documents are attached as supporting evidence to the Contract documentation.

## 2.3. Additional Requirements for Construction Work

[Chapter 6 of the Regulations](#) imposes special conditions on construction work.

- 2.3.1. Where work meets the definition of high risk construction, there is an obligation to ensure that a Safe Work Method Statement (SWMS) is prepared ([Regulation 299](#)).

A SWMS is a risk management process that:

- identifies the work that is high risk construction work
  - specifies hazards relating to the high risk construction work and risks to health and safety associated with those hazards
  - describes the measures to be implemented to control the risks
  - describes how the control measures are to be implemented, monitored and reviewed.
- 2.3.2. For Construction Projects (i.e. over \$250 000 value)
- each construction project must have a Principal Contractor appointed ([Regulation 309](#)). Where the contractor engaged to undertake the work fulfils this role they are authorised to have management control of the workplace
  - All construction projects must have a written WHS management plan prepared by the principal contractor before work on the construction project commences ([Regulation 309](#)). This includes the preparation of a SWMS and also:
    - details of all persons with health and safety responsibilities
    - arrangements for consultation, cooperation and coordination of activities
    - site specific safety requirements
    - arrangements for managing any incident.

Procedure Writer:	Workplace Safety and Wellbeing Unit	Version:	Approved Version
DEWNR Branch:	People, Capability and Culture	Date approved:	29 November 2013
DEWNR Group:	Customer and Corporate Services	Review date:	29 November 2015
Keywords:	Contract for services, Contract for Works, Construction, Contractors;		
File Name:	DEWNR WHS&IM Program 3 –Hazard Management	Page 5 of 17	

# DEWNR PROCEDURE



Government of South Australia  
Department of Environment,  
Water and Natural Resources

## 2.4. Pre-Work Commencement

Before work commences, the Contract Manager will:

- 2.4.1. Ensure the contractor has copies of the [Contractor Hazard Assessment Checklist](#) and has completed the [Contractor Safety Plan Checklist](#) and where required a SWMS.
- 2.4.2. Coordinate a meeting between DEWNR representatives, Principal Contractor and/ or the contractor's representative(s), including the site supervisor and any relevant H&S representative, to:
  - Review risks identified in the [Contractor Hazard Assessment Checklist](#) and control measures to be applied.
  - Identify risks generated by the contractor, their employees and/or sub-contractors that may threaten the health and safety of non-contracting personnel on the site and confirm how these will be managed during the course of the contract.
  - Conduct site inductions for the contractor, their employees and/or sub-contractors.
  - Complete Section B of the [Contractor Safety Plan Checklist](#) confirming emergency arrangements for the work and authorisation of commencement of the work.
  - Ensure the contractor is aware of any additional terms, conditions and notifications expected by DEWNR during the course of the contract.
  - Where relevant, grant the contractor official possession of site (this should be a documented process specified in the overall contract management process).
  - Ensure this meeting and any outcomes are documented and maintained in the contract management file.

## 2.5. Contract Delivery

Contractors have the responsibility to ensure that they are following safe systems of work and complying with all relevant WHS Regulations and Codes of Practice. The responsibility of the DEWNR Contract Manager is to seek assurance that work is being conducted safely (according to the approved [Contractor Safety Plan Checklist](#)) and to take action should they not be satisfied that this is occurring.

- 2.5.1. Where practicable, DEWNR personnel will participate in regular site meetings with the contractor. These meetings will review:
  - information provided to DEWNR through pre-start meetings (and contract diaries where these are kept by the contractor)
  - any hazards or safety breaches reported during the contracted work
  - any incident or injury and follow up actions that have been implemented by the contractor
  - emerging issues or changes to risks during the course of the project.

A template that may be used for recording these meetings is provided at [Appendix D](#).

Procedure Writer:	Workplace Safety and Wellbeing Unit	Version:	Approved Version
DEWNR Branch:	People, Capability and Culture	Date approved:	29 November 2013
DEWNR Group:	Customer and Corporate Services	Review date:	29 November 2015
Keywords:	Contract for services, Contract for Works, Construction, Contractors;		
File Name:	DEWNR WHS&IM Program 3 –Hazard Management	Page 6 of 17	

# DEWNR PROCEDURE



Government of South Australia  
Department of Environment,  
Water and Natural Resources

2.5.2. In the event of safety concerns, an escalation process will apply. Contract Managers will:

- regularly monitor the performance of the contractor to ensure that safety systems are being implemented, using formal site inspections if indicated
- arrange for an external agent to complete an audit (at the contractor's expense) of all work undertaken by a contractor where identified as high risk, to ensure safe systems are being applied
- liaise with contractors to develop corrective action plans to address non-conformances identified by site personnel or through performance monitoring. (If the period of authorised work expires, the site supervisor will not extend it unless corrective actions to address any identified non-conformances have been closed out or a satisfactory plan is in place to do so.)
- if the matter is of sufficient magnitude that to continue work would cause immediate risk of injury, they will issue instruction to stop work until the matter is resolved.
- if resolution of the issue is not forthcoming and the matter is of high WHS concern, notification to and engagement of a SafeWork SA inspector may occur.

## 2.6. Contract Completion

At the completion of the contract the Contract Manager (or delegate) will review the safety performance of the contractor. This will include:

- review of non-conformances identified through the course of the contract and the status of corrective actions
- review of any injuries and incidents that occurred through the course of the contract and the status of corrective actions
- the Contract Manager's and site personnel's overall perceptions of the contractor's safety performance
- feedback from the contractor regarding their performance, opportunities for improvement and their perceptions of their interactions with site personnel.

## Other relevant documents

- [How to Manage WHS Risks Code of Practice](#) SafeWork Australia
- [DEWNR Workforce Health, Safety, Welfare & Injury Management Foundation Policy](#)
- [DEWNR Hazard Management Policy](#)
- [DEWNR Days of Heightened Fire Danger Procedure](#)
- [DEWNR WHS&IM Consultation and Communication Procedure](#)
- [DEWNR Framework of Procurement and Contract Management Policies, Procedures and Guidelines.](#)

Procedure Writer:	Workplace Safety and Wellbeing Unit	Version:	Approved Version
DEWNR Branch:	People, Capability and Culture	Date approved:	29 November 2013
DEWNR Group:	Customer and Corporate Services	Review date:	29 November 2015
Keywords:	Contract for services, Contract for Works, Construction, Contractors;		
File Name:	DEWNR WHS&IM Program 3 –Hazard Management	Page 7 of 17	

# DEWNR PROCEDURE



Government of South Australia  
Department of Environment,  
Water and Natural Resources



## Definitions

**Contract for services:** The following apply:

- the work involves a profession or a trade
- the contractor has the power to hire and fire
- the contractor provides their own plant and equipment
- the contractor has the right to have another person perform the work, although a contract may specify who will do the work
- the engaging party does not have direct control over the person performing the work.

**Contract Manager:** is a generic term meaning the person responsible for a particular phase of the contracting process. It may be a single person or may change as the project moves through the various phases from initiation to completion.

**Construction Project** is a project that involves construction work where the cost of the construction work is \$250,000 or more. (WHS Regulations Chapter 6, Part 1)

**Construction Work** means any work carried out in connection with the construction, alteration, conversion, fitting-out, commissioning, renovation, repair, maintenance, refurbishment, demolition, decommissioning or dismantling of a structure ([Regulations Chapter 6 Part 1](#)). This includes:

- any installation or testing carried out in connection with construction work
- the removal from the workplace of any product or waste resulting from demolition
- the prefabrication or testing of elements, at a place specifically established for the construction work, for use in construction work
- the assembly of prefabricated elements to form a structure, or the disassembly of prefabricated elements forming part of a structure
- the installation, testing or maintenance of an essential service in relation to a structure
- any work connected with an excavation
- any work connected with any preparatory work or site preparation (including landscaping as part of site preparation) carried out in connection with construction work
- construction work that is carried out on, under or near water, including work on buoys and obstructions to navigation.

Procedure Writer:	Workplace Safety and Wellbeing Unit	Version:	Approved Version
DEWNR Branch:	People, Capability and Culture	Date approved:	29 November 2013
DEWNR Group:	Customer and Corporate Services	Review date:	29 November 2015
Keywords:	Contract for services, Contract for Works, Construction, Contractors;		
File Name:	DEWNR WHS&IM Program 3 –Hazard Management	Page 8 of 17	

# DEWNR PROCEDURE



Government of South Australia  
Department of Environment,  
Water and Natural Resources



## **Construction work does not include:**

- the manufacture of plant
- the prefabrication of elements, other than at a place specifically established for the construction work for use in the construction work, for example making precast concrete panels or roof trusses at a workshop of a person conducting a business or undertaking who is not involved in the construction work
- the construction or assembly of a structure that, once constructed or assembled, is intended to be transported to another place, for example mobile or prefabricated homes
- testing, maintenance or repair work of a minor nature carried out in connection with a structure:
  - undertaking regular inspections of a building's fire equipment or lifts
  - replacing or repairing a sprinkler or smoke detector
  - replacing carpet in an office
  - servicing or minor repair of an air-conditioning system or solar panel unit
  - regular testing and repair of pressure piping.

## **High risk construction work** means construction work that:

- involves a risk of a person falling more than three metres or
- is carried out on a telecommunication tower; or
- involves demolition of an element of a structure that is load-bearing or otherwise related to the physical integrity of the structure; or
- involves, or is likely to involve, the disturbance of asbestos; or
- involves structural alterations or repairs that require temporary support to prevent collapse; or
- is carried out in or near a confined space; or
- is carried out in or near -
  - a shaft or trench with an excavated depth greater than 1.5 metres; or
  - a tunnel; or
- involves the use of explosives; or
- is carried out on or near pressurised gas distribution mains or piping; or
- is carried out on or near chemical, fuel or refrigerant lines; or
- is carried out on or near energised electrical installations or services; or
- is carried out in an area that may have a contaminated or flammable atmosphere; or
- involves tilt-up or precast concrete; or
- is carried out on, in or adjacent to a road, railway, shipping lane or other traffic corridor that is in use by traffic other than pedestrians; or

Procedure Writer:	Workplace Safety and Wellbeing Unit	Version:	Approved Version
DEWNR Branch:	People, Capability and Culture	Date approved:	29 November 2013
DEWNR Group:	Customer and Corporate Services	Review date:	29 November 2015
Keywords:	Contract for services, Contract for Works, Construction, Contractors;		
File Name:	DEWNR WHS&IM Program 3 –Hazard Management	Page 9 of 17	

# DEWNR PROCEDURE



Government of South Australia  
Department of Environment,  
Water and Natural Resources



- is carried out in an area at a workplace in which there is any movement of powered mobile plant; or
- is carried out in an area in which there are artificial extremes of temperature; or
- is carried out in or near water or other liquid that involves a risk of drowning; or
- involves diving work.

**Person Conducting a Business or Undertaking (PCBU):** A person or organisation with primary duty of care under the Act. This may be DEWNR or contractors engaged by DEWNR. Where more than one PCBU is involved in the work, shared duties exist between PCBUs.

**Principal Contractor:** This will be the PCBU that commissions a construction project unless another PCBU is engaged as the principal contractor for the construction project who is authorised to have management or control of the workplace and to discharge the duties of a principal contractor ([Regulations Chapter 6 Parts 3 and 4](#)).

**Structure** as defined in the Act means anything that is constructed, whether fixed or moveable, temporary or permanent, and includes:

- buildings, masts, towers, framework, pipelines, transport infrastructure and underground works (shafts or tunnels), for example noise reduction barriers on a freeway, communications masts or towers, electricity transmission towers and associated cables, flying cables and supports, guyed towers such as a ski-lift tower and
- underground works (shafts or tunnels) and
- any component of a structure and
- part of a structure.

## Contact

[Workplace Safety and Wellbeing Unit](#)

[People Capability and Culture Branch](#)

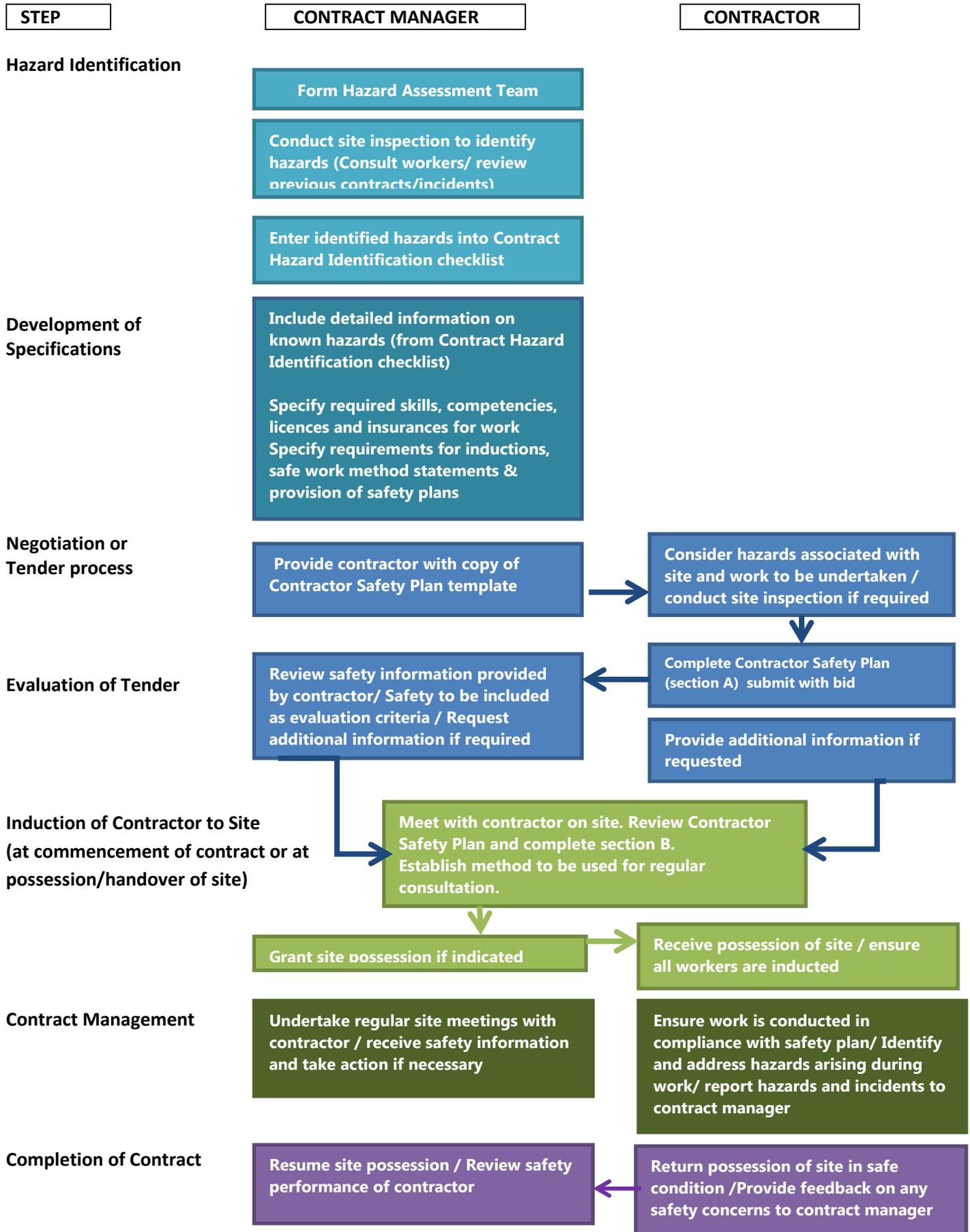
Ben Bruce

**GROUP EXECUTIVE DIRECTOR**

**CUSTOMER AND CORPORATE SERVICES**

Date: 29 Nov 2013

Procedure Writer:	Workplace Safety and Wellbeing Unit	Version:	Approved Version
DEWNR Branch:	People, Capability and Culture	Date approved:	29 November 2013
DEWNR Group:	Customer and Corporate Services	Review date:	29 November 2015
Keywords:	Contract for services, Contract for Works, Construction, Contractors;		
File Name:	DEWNR WHS&IM Program 3 –Hazard Management	Page 10 of 17	





**APPENDIX B**

[Instruction – To be completed for Med/High risk work, prior to undertaking procurement process, copy to be held by Contract Manager]

DEWNR Contract Manager:.....

DEWNR Site Supervisor:.....DEWNR HSR .....

Work Location:.....

Description of Work: .....

.....

Contract Number: ..... Contractor (if known).....

**Does the work require a permit or licence (high risk work/operation of high risk plant)?**

Detail:  
.....  
.....  
.....

**Does the work expose the contractor to any of the following hazards? (tick box where known, N/A where not applicable)**

Hazard (What could go wrong?)	Y/N	Existing control measures	Risk assessment (use RA Matrix)	Additional control measures
Working alone			Low Mod High Ext	
Long hours/fatigue			Low Mod High Ext	
Restricted access/difficult terrain			Low Mod High Ext	
Uneven/slippy surfaces			Low Mod High Ext	
Bushfire			Low Mod High Ext	
Work on roadsides			Low Mod High Ext	
Traffic management			Low Mod High Ext	
Working on/near water			Low Mod High Ext	
Working at heights > 2 metres			Low Mod High Ext	
Falling objects			Low Mod High Ext	
Underground/ overhead services			Low Mod High Ext	
Excavation/trenching/boring			Low Mod High Ext	
Demolition activities (including pipes, tanks)			Low Mod High Ext	
Soil contamination			Low Mod High Ext	
Soil disturbance			Low Mod High Ext	
Explosion/fire/ release of steam			Low Mod High Ext	
Chemical use			Low Mod High Ext	
Infectious/biological hazards			Low Mod High Ext	



**APPENDIX B**

Hazard (What could go wrong?)	Y/ N	Existing control measures	Risk assessment (use RA Matrix)	Additional control measures
Use of Firearms			Low Mod High Ext	
Noise/vibration			Low Mod High Ext	
Biological hazard – disease/vermin			Low Mod High Ext	
Noise/vibration			Low Mod High Ext	
Hazardous manual tasks			Low Mod High Ext	
Heavy mobile plant			Low Mod High Ext	
Heavy lifting plant			Low Mod High Ext	
Confined spaces entry			Low Mod High Ext	
Moving machinery			Low Mod High Ext	
Live electrical conductors			Low Mod High Ext	
Other:				

**Will people other than the contractor be exposed to a risk of injury because of the nature of the work performed by the contractor or the way it is performed?**

Detail:  
.....  
.....  
.....

**Will the contractor be exposed to risk of injury because of the nature of work performed by others on the worksite or the way it is performed?**

Detail:  
.....  
.....  
.....

**Assessment completed by:**

DEWNR Contract Manager: .....Signature..... Date ...../...../.....

DEWNR Site Supervisor.....Signature..... Date ...../...../.....

DEWNR Health & Safety Representative: .....Signature..... Date ...../...../.....

Provided to:.....representing  
(Name of Contractor's Representative)

Contractor:.....

Signature .....Date: ...../...../.....



**Section A: Contractors must develop and document a Safety Plan for each job, before commencing work**

**CONTRACT DETAILS**

Location/Site		Contract Number	
Contract Manager (DEWNR)		Contact	
Responsible Site Manager (DEWNR)		Contact	
Contractor		Office Contact	
Contractor Site Representative		Contact	
Start Date (if known)		Finish Date	
Description of Work:			
Location(s) of Work:			

**LICENCES, PERMITS, QUALIFICATIONS** – *it is a mandatory requirement that contractors use suitably qualified personnel to perform work for DEWNR and must provide evidence on request*

Requirement	Provided?

**OTHER WORK PERMITS REQUIRED** – *list additional permits that will be required to be issued for the work*

Issued by DEWNR	Issued by Contractor

**RISK MANAGEMENT** – *contractors are required to provide evidence of appropriate risk management strategies for hazards associated with the work being undertaken*

Type	Needed?	Provided?	Type	Needed?	Provided?
Job Safety Analysis or Safe Work Method Statement			Safe work practices/procedures for work		
WHS Management Plan (high risk construction)			Traffic Management Plan		

The following items (where applicable) are to be made available on request

Plant/Equipment register	Lifting Equipment Register
Electrical Equipment register	MSDS
Height Safety Equipment register	Plant/ vehicle maintenance records
Confined Space Equipment register	Other:

**INCIDENT and INJURY REPORTING-** *Attach copy or provide details of Incident Reporting and Investigation procedure/process*


**COMMUNICATION** - *Provide details of the proposed method for regular communication between contractor and DEWNR*




<b>Section B: To be completed during induction to site</b>			
<b>EMERGENCY RESPONSE INFORMATION.</b>		<b>Emergency Services:</b> 000 (landline) or 112 (mobile)	
<b>Regional Office Number</b>	.....	<b>Area Office Number</b>	.....
<b>After Hours Number</b>	.....	<b>DEWNR Responsible Person Contact Number</b>	.....
<b>Evacuations:</b> If the alarm sounds, evacuate the site and assemble at the site specific assembly point			
<b>Assembly Point:</b>	.....		
<b>Emergencies:</b> In an emergency, or if an accident occurs, contact the DEWNR responsible person at the number above			
<b>Nature of Emergency</b>	<b>Emergency Response</b>	<b>Relevant Contact Number</b>	
<b>Name of Closest Hospital</b>			
<b>Telephone</b>			
<b>Address</b>			
<b>Route to Hospital</b>			
<b>Is route map attached?</b>			
<b>Y      N</b>			

<b>AUTHORISATION of WORK</b>			
Valid From: Time .....	am/pm	Date ....	.....
until: Time .....	am/pm	Date ....	.....
I confirm that:			
I have received and reviewed the contractor's documentation as listed in the Contractor Safety Plan Checklist (section A)			
The contractor and the contractor's employees including sub-contractors have <a href="#">been inducted onto the site.</a>			
Arrangements have been made to issue the DEWNR work permits detailed above.			
Arrangements have been made for copies of the contractor's work permits to be supplied to me.			
Name .....	Signature.....	Date ....	.....
<b>DEWNR Contract Manager(or delegate)</b>			



# NOTIFICATION OF SITE SAFETY MEETING



## APPENDIX D

[Instruction – this template, or equivalent alternative, is to be used to provide a record of WHS discussions]

Contract Number \_\_\_\_\_ / \_\_\_\_\_ Site Location \_\_\_\_\_ Date \_\_\_\_\_

<b>Attendees</b>			
<b>Work Activities</b>			
<b>Safety Performance</b> <i>(add further detail as required)</i>			
New hazards identified			
Incidents Reported (e.g. near miss, injury, plant malfunction)			
<b>Risk Management checks</b> <i>(add comments if needed)</i>	<b>Yes</b>	<b>No</b>	<b>Comments</b>
Site Safety Inspections conducted			
Permits, licenses are available for inspection upon request			
Pre-start checklists for hazardous plant are completed			
Personal protective equipment is available and worn on site			
Safe work instructions/procedures are available on site			
The site has safe and clear access/ egress			
Traffic management plan is in place			
Records of site inductions for visitors are available on request			
<b>Emergency Response checks</b> <i>(add comments if needed)</i>			
Emergency Response Plan is available			
The site has a first aid kit and this is accessible to staff			
The site has fire- fighting equipment accessible on site			
<b>Consultation</b>			
A HSR is present on site			
Contract Diary – daily entries are signed by contractor			
<b>Signatures:</b>			
<b>Contractor Site Supervisor:</b>		<b>DEWNR Contract Manager (or delegate):</b>	
.....		.....	

# DEWNR PROCEDURE



Government of South Australia  
Department of Environment,  
Water and Natural Resources



## Determining Contract Risk Level and WHS Requirements

## Appendix E

	Low Risk (minor or simple activities)  Minor Injury Potential	Moderate Risk (complex activities)  Moderate Injury Potential	High Risk (multiple complex activities)  Serious Injury Potential
Construction / Maintenance and General Works	<ul style="list-style-type: none"> <li>• Minor maintenance work</li> <li>• Minor environmental works</li> </ul>	<ul style="list-style-type: none"> <li>• Drilling operation/maintenance</li> <li>• Operating in remote/isolated areas</li> <li>• Earthworks/trenching &lt;1.5m</li> <li>• Working on / near water</li> <li>• Working by roadsides</li> <li>• Significant field related risks</li> <li>• Working at heights</li> <li>• Exposure to hazardous materials/plant</li> </ul>	<ul style="list-style-type: none"> <li>• Construction project &gt;\$250k</li> <li>• High risk construction work</li> <li>• High risk work (under WHS Regs)</li> <li>• Major Drilling project</li> <li>• Major infrastructure maintenance</li> <li>• Underground/overhead services</li> <li>• Excavation, trenching &gt;1.5m</li> <li>• Use of firearms/explosives</li> </ul>
Services	<ul style="list-style-type: none"> <li>• Office based work</li> <li>• Professional consulting</li> <li>• Training providers</li> <li>• Servicing/testing equipment</li> </ul>	<ul style="list-style-type: none"> <li>• Operating in remote/isolated areas</li> <li>• Working on / near water</li> <li>• Working by roadsides</li> <li>• Significant field related risks</li> <li>• Working at heights</li> <li>• Exposure to hazardous materials/plant</li> </ul>	
WHS Requirements	Consultation & Induction	Contractor Hazard Identification Checklist  Contractor Safety Plan Checklist	Contract Hazard Identification Checklist Contractor Safety Plan Checklist  (Safe Work Method Statement or WHS Management Plan for high risk construction work and construction projects)

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