



BIDDON CREEK EROSION RESTORATION

Q03/21

CONSULTANCY BRIEF FOR ENVIRONMENTAL AND CULTURAL HERITAGE ASSESSMENT

Issued 15 January 2021

1. Background

The Gilgandra local government area is situated in the central west of NSW and covers an area of 4800 square kilometres, including the township of Gilgandra and three smaller villages of Tooraweenah, Armatree and Curban.

Gilgandra Shire Council (GSC) is planning to repair bank erosion on Biddon Creek at Biddon and is currently in the planning phase for this project. Some minor environmental assessments at other locations within the Local Government Area (LGA) will also form part of this work.

2. Objectives

The objective of this brief is to seek quotations from a suitably qualified and experienced consultant to provide an environmental assessment of the impacts of the project and make recommendations that ensure that the works are performed in an environmentally responsible and compliant manner.

3. Scope of Works

For the purpose of these works, Council is both the proponent and the determining authority in accordance with Part 5 of the *Environmental Planning and Assessment Act 1979*, unless this environmental assessment determines otherwise. The scope of this work is to satisfy the requirements of s5.5 of the Act by producing a Review of Environmental Factors which describes the proposal, identifies and documents all likely environmental and cultural heritage impacts and outlines all necessary mitigation measures that should be implemented.

Council is intending to restore the bank and stabilise it against future erosion by installing erosion prevention measures. This will involve importing, placing and compacting clean fill to reinstate a battered geometry, lining the batter with geotextile and placing oversize spalls as scour protection.

If new information comes to light that causes a change in construction methodology or alignment, then this will be dealt with as an Addendum to the original environmental assessment report. A price variation shall be agreed upon prior to any additional work being undertaken.

3.1.1 Study Area

The project site is on Biddon Creek at Biddon (approximately 23kms northeast of Gilgandra) and is accessed from Biddon Bearbong Road, which is an unsealed road and links the Newell Highway to Bearbong Road at Bearbong – refer to Figure 1,

The erosion restoration site is downstream of the causeway on Biddon-Bearbong Rd over Biddon Creek and is within Crown Land with some encroachment into Lot 30 DP753389 which is managed by Central West Local Land Services (NSW Government) – refer to Figure 2.



Figure 1: Location of causeway and erosion restoration site – Biddon-Bearbong Rd, Biddon



Figure 2: Erosion restoration site downstream of causeway on Biddon-Bearbong Rd

3.1.2 Site Visit

Council will make allowance for one site visit to traverse the site with the appointed consultant for familiarisation and to provide background information. Additional site visits should be itemised as a provisional pay item to be approved by Council prior to their undertaking. The consultant should make provision for all travel, tools and equipment necessary to perform the work in their fee proposal.

3.1.3 Assessment of Environmental Impacts

The assessment should include all environmental impacts likely to arise from the project including but not limited to:

- Soil, landform and geology
- Waterways and water quality
- Biodiversity
- Non-aboriginal heritage
- Aboriginal heritage
- Noise and vibration
- Air quality
- Landscape and visual amenity
- Socio-economic considerations
- Contamination
- Waste
- Traffic and access

Assessment of these elements should indicate the potential impacts, whether they are short or long term impacts and the likelihood and severity of each impact. The cumulative impacts of the project should also be considered.

3.1.4 Mitigation Measures

The assessment report shall identify appropriate measures to implement in order to mitigate the risk of each impact.

3.2 Deliverables

The final report should be delivered in hard copy, A4 size and bound. An electronic copy shall also accompany the report in pdf format. The draft report shall be submitted to Council allowing at least 10 days review time.

The final report is due no later than Friday 26 March 2021.

3.3 Invitation to Submit Fee Proposal

Council wishes to engage a consultant to prepare the project as soon as possible and to have the project completed as specified in this brief. The response to this brief should therefore indicate:

- when the consultant would be available to commence the project,
- the expected timing for the completion of the project.

Itemised fee proposals are to be submitted by 11am on Friday 29 January 2021 via email to: council@gilgandra.nsw.gov.au clearly marked Q03/21 Biddon Creek Erosion Restoration – Consultancy Brief for Environmental and Cultural Heritage Assessment.

Quotations received after the Closing Time and date will not be accepted.

4. Timetable

An indicative timetable for the conduct of this Request for Quotation (RFQ) is described below.

Event/activity	Date
Issue of Request For Quotation	15/01/2021
Closing date for Quotations	29/01/2021
Completion of services	26/03/2021

5. CONDITIONS OF CONTRACT

5.1 Terms of Engagement

The consultant will be engaged in accordance with the terms and conditions set out in *AS4122 – 2010 General Conditions for Consultants* for a Lump Sum fixed price inclusive of all expenses and disbursements. The Lump Sum price shall not be subject to rise and fall.

Consultants should be aware that the final report(s) will be supplied to external parties for the purpose of obtaining permits and approvals, tendering and contracts.

The consultant must have current professional indemnity, public liability and workers compensation insurance for the duration of the work plus one (1) year. Copies of Certificates of Currency shall be submitted to Council prior to work commencing and upon request throughout the duration of the work.

5.2 Sufficiency of Quotation

Interested Contractors shall be deemed to have satisfied themselves before submitting their Quotation as to the correctness and sufficiency of their Quotation, the nature of the contract and specification, the form and nature of the work, the materials required, the means of access, and in general shall themselves obtain all necessary information as to the risks, contingencies and other circumstances which may affect or influence their Quotation.

The Contractor acknowledges and agrees that:

- a) no variations or extras will be permitted to its submitted quotation other than those provided at the request of, or with the written consent of Council in circumstances allowed by law;
- b) none of these Conditions of Quotation will be waived, discharged, varied, amended, modified or released except by written notification by Council;
- c) the interested Contractor shall be responsible for any interpretation, deduction and conclusion made from the information made available and accepts full responsibility for any such interpretation, deduction and conclusions.

5.3 Quotation Validity Period

The Quotation shall remain fixed, valid and open for acceptance by Council for a period of 90 days from the Quotation closing date.

Council has no obligation to accept the lowest or any quotation.

The successful Contractor and Council may agree to extend the validity period by agreement in writing.

5.4 Contact Information

Any queries with regard to this Quotation should be directed to Ms Carmel Kennedy on (02) 6817 8800 during business hours.

No information or advice given by the above contact or other Council representatives is to be relied upon unless it is in writing.

GSC may provide the answer to any query from an interested Contractor to all other interested Contractors without disclosing the source of the query.

Without limitation, interested Contractors should expect that answers to queries that provide additional substantive information will be provided to all other interested Contractors

Unauthorised communication with other staff of Council may lead to disqualification of the quotation.

Canvassing of Councillors or staff in relation to the award of this contract will automatically disqualify an interested Contractor.

5.5 Acceptance of Quotation

The lowest or any Quotation will not necessarily be accepted. A Quotation shall not be deemed to be accepted unless and until notice of such acceptance is handed to the Contractor or is posted/emailed to them at the address appearing on their Quotation.

Council will advise the successful Contractor in writing by sending a Letter of Acceptance. Unsuccessful Contractors will be advised in writing that their quotations have not been accepted.

Gilgandra Shire Council has a local purchasing policy which may be relevant to the assessment of quotations.

Preference will be made towards Contractors with experience in industrial electrical installations.

5.6 Selection Criteria

Price criteria:

- Value for money
- Non-price criteria:
- Experience and capability
- Availability

5.7 Probity

GSC is committed to ensuring that competition for the provision of the goods/services is fair and open. For interested Contractors this means that:

- a) all evaluation and selection processes will be conducted in accordance with the processes set out in this RFQ;
- b) assessment of quotations will be conducted consistently and objectively;
- c) each interested Contractor will have access to the same information about the RFQ;
- d) information provided in a quotation will be secure, and all confidential information treated as such; and
- e) all actual, potential or perceived conflicts of interest will be addressed.

5.8 Insurances

The Contractor shall be registered on 'Vault Contractor' – a self-service portal for Contractors to add or edit their WHS, QA, Environmental and insurance details.

The "Vault Contractor" system is only for managing insurance. Council's procurement and other policies still apply.

In addition to the requirements of AS4300-1995 (Contract, Public Liability, Workers Compensation and Professional Indemnity Insurances), the Contractor shall provide evidence of the following insurances for all plant and motor vehicle used in conjunction with works under this contract:

- Public Liability Insurance policy of a minimum (\$20 million)
- Professional Indemnity (\$5 million)
- Motor vehicle and relevant plant insurances and registrations
- Workers' Compensation Insurance or, for a sole trader or operative partner of a partnership, evidence of a Personal Accident Insurance policy

All registration and insurance documents are to be supplied to the Vault Contractor portal prior to Contractor commencing work.

Council will not be responsible for any damage sustained to Contractor's plant and equipment at the site.

5.9 Progress Claims

The Consultant shall be entitled to monthly progress payments until finalisation of the assessment.

5.10 Clarifications and Further Information

All requests for clarifications or further information in relation to this scope of work must be in writing and directed to Council's representative, Carmel Kennedy: (email: ckennedy@gilgandra.nsw.gov.au).

No information or advice given by the above contact or representatives is to be relied upon unless it is in writing.

5.11 Employees and Contractors Agents

The Contractor must employ sufficient employees with appropriate qualifications, skills and training to effectively and efficiently carry out the works. The Contractor shall be responsible for maintaining the required levels of expertise.

The Contractor must ensure that all employees and Contractor's Agents:

- a) conduct themselves towards Councillors of Council, Council employees and all members of the public in a civil and inoffensive manner; and
- b) carry out their duties at all times with as little inconvenience and disturbance to others as possible and without causing any nuisance.
- c) The Contractor must ensure that its employees and the Contractor's Agents:
- d) are appropriately attired in a manner regarding the nature of their duties;
- e) are attired in a way so as not to cause offence to any members of the public.

5.12 Sub-Contractors

If an interested Contractor proposes that any part of the requirement in this RFQ is to be performed under subcontracts, the names of the proposed sub-service providers and details of the work proposed to be undertaken by them must be set out in the response.

The successful Contractor will:

- a) be responsible for the actions of any sub-service provider; and
- b) at all times remain responsible for the delivery of the requirement as set out in the Principal's Project Requirements; and
- c) Sign and submit a sub-service provider's declaration with each progress claim that will be made in conjunction with the goods or services delivered under this quotation.

5.13 Collusive Quotations

Any participation in, or condoning of, a collusive activity by an interested Contractor shall lead to the immediate disqualification of the interested Contractor or all interested Contractors involved.

Any interested Contractor involved may be barred from quoting for any further contracts with Council. A collusive activity includes, but is not limited to:

- a) any agreement as to who should be the successful Contractor;
- b) any meeting of interested Contractors to discuss their quotations prior to the submission to Council, unless Council is present at that meeting(s);
- c) any exchange of information between interested Contractors about their quotations;
- d) any agreement for the payment of money or a regard or benefit for unsuccessful Quotation by the successful Contractor;
- e) any agreement or collaboration of interested Contractors to fix prices, rates of payment of industry association fees or conditions of contract;
- f) the submission of a "cover quotation", being a quotation submitted as genuine but which has been deliberately priced in order not to win the contract.

5.14 Consortia / Aggregation of Contractors

Council shall engage a Principal Contractor who is responsible for the delivery for the whole of works. Council will not enter into an agreement that involves a consortium or aggregation of Contractors and sub-Contractors.

5.15 Conflict of Interest

Interested Contractors must include in their Quotation details of any known circumstances that may give rise to an actual or potential conflict of interest with GSC in responding to this Quotation or in the provision of the property or services specified in the Principal's Project Requirements.

If at any time after the Quotation is submitted to GSC, an actual or potential conflict of interest arises or may arise for any interested Contractor that interested Contractor must immediately notify GSC in writing. GSC may, in its absolute discretion:

- a) enter into discussions to seek to resolve such conflict of interest;
- b) disregard the Quotation submitted by such an interested Contractor; or
- c) take any other action as it considers appropriate.

5.16 False or misleading claims and unlawful inducements

If an interested Contractor is found to have made false or misleading claims or statements or obtains improper assistance, GSC may exclude its Quotation from the evaluation process.

Interested Contractors and their officers, employees, agents and advisors must not violate any applicable laws or Council policies in relation to unlawful inducements in connection with the preparation or lodgement of their Quotation and the RFQ process

Interested Contractors should be aware that giving false or misleading information to the GSC is a serious offence under the Criminal Code Act 1995.

5.17 Privacy

GSC is obliged to protect personal information in accordance with the public-sector Information Privacy Principles in the Information Privacy and Personal Information Act 1998. GSC reserves the right at any time not to disclose any information that is subject to, or that GSC reasonably believes could be subject to, protection under the Privacy Act.

Interested Contractors must comply with applicable obligations under the private-sector National Privacy Principles in the Privacy Act.

If GSC discloses any personal information to interested Contractors, they must also comply with the public-sector obligations under the Privacy Act, to which GSC is subject, in relation to that information.

Interested Contractors must comply with applicable obligations of the Government Information (Public Access) Act 2009, to which GSC is subject.

5.18 Workplace relations

All interested Contractors will be required to comply with the relevant provisions of applicable legislative requirements, awards and workplace arrangements, including without limitation:

- a) workplace/industrial relations legislation;
- b) work, health and safety legislation;
- c) workers compensation legislation; and
- d) affirmative action legislation

5.19 Measurement and Payment

All measurements shall be made in metric units, based on quantities of length, area or volume.

Prior to being entitled to receive a payment under this Contract, the Contractor shall certify by way of a statutory declaration to the Superintendent that it has:

- a) Paid all wages and allowances owing to its employees;
- b) Complied with the Building and Construction Industry Security of Payment Act 1999 with respect to payment of all sub-Contractors;
- c) Made all payments that it is required to make in respect of the Contractor's plant and equipment; and
- d) Made all payments in connection with insurances and any applicable law or regulation.

5.20 Conduct

Interested Contractors should note that GSC expects Service Providers and their personnel to conduct themselves in accordance with the GSC Code of Conduct and Statement of Business Ethics.

The Code of Conduct can be viewed at <https://www.gilgandra.nsw.gov.au/Your-Council/About-Council/Public-documents-access-to-information>

5.21 GSC's Rights

Notwithstanding any other provision of this RFQ, GSC reserves the right, at any time to:

- a) alter, amend or vary this RFQ and the process outlined in this RFQ;
- b) if GSC considers that it is in the Public Interest to do so, suspend or terminate this RFQ process or any part of it;
- c) require additional information or clarification from any interested Contractor or anyone else, or provide additional information or clarification to any interested Contractor or anyone else;
- d) negotiate or not negotiate with any one or more interested Contractors, and discontinue negotiations at any time;
- e) allow, or not allow, the successful Contractor to enter into the proposed contract in the name of a different legal entity from that which provided a response to this RFQ;
- f) add to, alter, delete or exclude any of the requirement to be provided by the preferred Contractor under this RFQ; and
- g) alter, amend or vary the terms of the Draft Contract at any time, including without limitation during negotiations.

For the avoidance of doubt, GSC may exercise its rights under this clause and elsewhere in this RFQ at any time and in its absolute discretion, unless this RFQ or the Local Government Act 1993 expressly provides otherwise.

In addition it may be in the Public Interest suspend or terminate this RFQ process if:

- a) there is a decision made to cancel or vary the program to which the procurement relates;
- b) there is a machinery of government change which affects responsibilities between agencies for programs to which the procurement relates;
- c) unforeseen technological or environmental change occur which affects the business case for the procurement as specified;
- d) unforeseen technical or operational problems occur which can be attributed to inadequate, incorrect or inappropriate specifications in the request document;
- e) there is a discovery of new information materially affecting the policy or operational effectiveness of the continuation of a project and/or procurement as specified; or
- f) funding is unavailable or insufficient through changes to budget appropriations or inability to obtain authority where necessary.

5.22 Work Health and Safety

- i. The Contractor shall ensure the works are undertaken in a safe manner and in conformity with all applicable statutory regulations, by-laws and rules, including Council policy.
- ii. The Contractor shall comply with the provisions of the Work Health Safety (WHS) Act 2011 (as amended) and the rules and regulations made thereunder.
- iii. The Principal's and/or Superintendent's direction on matters of safety shall be final and binding on the Contractor and shall not form the basis of arbitration

- and/or claim for extra payment or compensation whatsoever and shall not relieve the Contractor in anyway of their responsibilities in regards to work, health and safety.
- iv. The Contractor shall ensure that all sub-Contractors and employees comply with all safety requirements (whether expressly set out in this Contract or otherwise).
 - v. The Contractor shall be liable for all costs, resulting from actions or directions of Safe Work Australia due to the contracted works.
 - vi. If the Contractor is required by the WHS Regulations or by any other regulations to give notice of any accident occurring during the performance by the Contractor of the works, the Contractor shall at the same time or as soon as practically possible thereafter in the circumstances give a copy of the notice to the Superintendent.
 - vii. When requested, the Contractor shall provide evidence to the Superintendent of ongoing performance of the Contractor's WHS management system.

5.23 WHS Management Plan

The successful Contractor shall comply with the requirements of GSC's Contractor/Service Provider Health and Safety Requirements.

Prior to commencing works, the Contractor will also be required to provide Council with the following information:

- a) Copies of all relevant licences
- b) Copies of training records for Health & Safety Construction Induction (White Card)

Council may direct the Contractor to suspend the performance of this Agreement should the Contractor fail to meet its obligations in accordance with the Work Health & Safety Act 2011 and Work Health & Safety Regulation 2017.

5.23.1 First Aid

The Contractor shall provide the following on site during construction:

- an adequate number of staff trained in first aid and holding a current First Aid Certificate; and
- adequate first aid facility materials and equipment.

5.23.2 Drugs and Alcohol

The Contractor will be required to abide by GSC Alcohol and Other Drugs Policy and Procedure.

The Contractor must ensure that no employee or Contractor's Agent during the course of their work:

- a) consumes any alcoholic beverage;
- b) is intoxicated; or
- c) is under the influence of any drug which could impede his or her ability to safely or efficiently perform the services.

Any Contractor or Contractor's personnel attending work under the effects or influence of alcohol or other drugs will not be permitted to commence or continue work.

Any time the Contractor or Contractor's personnel are taking any prescribed medication or over the counter medication that may impair their ability to carry out their duties safely, the Principal must be informed prior to work commencing.

Council, at its own discretion, may arrange for random drug and alcohol testing during the engagement period.

5.24 Conditions for Participation – Mandatory Requirements

The Conditions for Participation are mandatory requirements, which describe minimum standards that Contractors must meet for their submissions to be considered. If potential Contractors do not meet the Conditions of Participation, they will be excluded from the remainder of the Quotation process.

The Conditions for Participation are:

- a) The interested Contractor and sub-service providers must not be bankrupt or insolvent;
- b) The interested Contractor and sub-service providers must not have had significant deficiencies in performance of any substantive requirement or obligation under a prior contract;
- c) All Certificates of Currency for the following insurances must be supplied:
 - Public Liability (\$20 million);
 - Professional Indemnity (\$5 million);
 - Motor Vehicle and relevant plant insurances & registrations; and
 - Workers compensation.
- d) Sample copy of all Workplace Health and Safety Management Systems including all relevant Safe Work Method Statements (SWMS) must be supplied (refer to Work Health and Safety Act 2011).
- e) Signed acknowledgement of receipt and acceptance of Council's Code of Conduct and Statement of Business Ethics

GILGANDRA SHIRE COUNCIL
STATEMENT OF BUSINESS ETHICS

GENERAL PRINCIPLES

Gilgandra Shire Council expects all its representatives, staff and Councillors to behave ethically and to abide by a written Code of Conduct. Council also expects private industry and its representatives to maintain similar standards of ethical conduct in their dealings with Council.

There are two main principles that form the basis of Gilgandra Shire Council's business agreements. Firstly, there is the need to get the best possible value for public money. Secondly, Council needs to demonstrate impartiality and fairness at all stages of the process.

These principles enable suppliers to promote their interests productively and avoid potentially questionable activity. Those providing goods and services also benefit from the assurance that their competitors are required to behave in accordance with the same guidelines.

VALUE FOR MONEY is determined by considering all the factors which are relevant to a particular process. For example quality, reliability, timeliness, service, initial and ongoing costs are all factors which can make a significant impact on benefits and costs. Value for money does not mean "lowest price".

However, the lowest price bid might offer best value if it meets other essentials such as quality and reliability.

IMPARTIALITY AND FAIRNESS are about being objective, even-handed and reasonable. An impartial person will try objectively to establish criteria for determining best value for money and will work hard to objectively assess each quotation against criteria. A fair person would not for example change or introduce new selection criteria midway through the quotation process without advising all persons submitting a quotation.

Being impartial includes taking into account the practicalities of a given situation. Impartiality does not require for example inviting bids from firms which have performed poorly in the past. In some circumstances, fairness takes into account the effects of actions of others. It would be unfair to call quotes when there is no serious intent to award a contract subject to a satisfactory offer.

Fairness does not necessarily mean pleasing everyone. Some people are occasionally adversely affected by fair decisions. Council operates from a view point where it wishes to be fair in all its dealings and minimise where possible, any adverse effects of its decisions.

Gilgandra Shire Council expects staff and Councillors to:

- Respect and follow Council's policies and procedures.
- Treat all quotes for the supply of goods and services equitably.
- Promote fair and open competition while seeking best value for money.
- Protect confidential information.
- Meet or exceed public interest and accountability standards.
- Respond promptly to reasonable requests for advice and information.
- Avoid situations where private interest could conflict with public duty.
- Never solicit or accept remuneration, gifts or other benefits from a supplier for the discharge of official duties.

Council expects Contractors, suppliers and consultants to:

- Respect the conditions set out in documents supplied by Council,
- Respect the obligation of Council staff to abide by Council's procurement and disposal policy.
- Abstain from collusive practices.
- Prevent unauthorised release of privileged information, including confidential Council information.
- Refrain from offering Council employees or Councillors any financial or other inducement which may give any impression of unfair advantage.

HOW IT WORKS

There is no absolute definition of "ethical behaviour". If there is any doubt about the ethics of a proposed action, a sensible test is whether or not you would be happy to see your behaviour published in the local newspaper.

Staff and Councillors of Gilgandra Shire Council or those in the employ of a Contractor, supplier or consultant who are concerned that a breach of the law or of ethical conduct may have taken place, should discuss the matter with Gilgandra Shire Council's Public Officer on (02) 6817 8800.

If an apparent breach of any agreed standard of ethical conduct is identified, then the matter should be immediately brought to the attention of the General Manager or the Public Officer on (02) 6817 8800.

CODE OF CONDUCT

Council Contractors will also be required to observe the relevant provisions of Council's Code of Conduct based on the Department of Local government Model Code of Conduct for Local Councils in NSW.