

# **Attachment B**

## **Specifications for the Provision of Graffiti Removal Service**



# Request for Tender SERVICES

**T-2020-404**

**GRAFFITI REMOVAL SERVICES**

**OCTOBER 2020**

# Part C – Specifications and Performance Review

## CONTENTS

<b>1</b>	<b>INTRODUCTION .....</b>	<b>6</b>
1.1	THE CITY’S GRAFFITI MAINTENANCE PROGRAM	6
1.2	SUMMARY OF SPECIFICATIONS	6
1.3	CONTRACT DEFINITIONS	6
<b>2</b>	<b>SCOPE OF SERVICES .....</b>	<b>10</b>
2.1	SCOPE OF WORKS	10
2.3	TRANSITION IN PLAN	12
2.4	TRANSITION OUT PERIOD AND PLAN	12
2.5	CONTINUITY OF SERVICE	12
2.6	RIGHT TO DIRECT WORK	12
2.7	AVOIDANCE OF DANGER AND DISRUPTION TO PUBLIC	12
2.8	PROFESSIONAL ADVICE	12
2.9	ENVIRONMENTAL MANAGEMENT	13
2.10	REGULATORY REQUIREMENTS	13
<b>3</b>	<b>SPECIFIC PROVISIONS AND REQUIREMENTS .....</b>	<b>14</b>
3.1	AREAS INCLUDED FOR GRAFFITI REMOVAL	14
3.2	AREAS NOT INCLUDED	14
3.3	ONGOING GRAFFITI INSPECTION & REMOVAL	15
3.3.1	Priority Zones Daily (Red & Blue)	15
3.3.2	Routine Zones Weekly (Grey)	16
3.3.3	Poster Zones (Pink, Orange and Green)	17
3.3.4	SMARTPOLES™ General Cleaning & Base Cleaning	18
3.3.5	Special Events	18
3.3.6	Emergency Removal of Graffiti	19
3.3.7	Parks and Open Spaces	19
3.4	GRAFFITI DATABASE	19
3.4.1	Adding information to the Graffiti Database	20
3.5	THE GRAFFITI REGISTER	20
3.6	UNTOUCHABLE PROPERTIES LIST	21

<b>3.7</b>	<b>QUALITY AND OPERATIONAL PLAN</b>	<b>21</b>
3.7.1	Submitting the Q&OP	21
3.7.2	Q&OP Format	21
3.7.3	Q&OP Annual review	22
3.7.4	Council Plans and Policies	22
<b>4</b>	<b>COMMUNICATIONS &amp; REPORTING.....</b>	<b>23</b>
<b>4.1</b>	<b>GENERAL</b>	<b>23</b>
<b>4.2</b>	<b>COMMUNICATING WORK</b>	<b>23</b>
<b>4.3</b>	<b>CUSTOMER SERVICE MODULE (CSM) &amp; CORPORATE ASSET MANAGEMENT SYSTEM (CAMS)</b>	<b>23</b>
4.3.1	Pathways Customer Service Module (CSM)	23
<b>4.4</b>	<b>CORPORATE ASSET MANAGEMENT SYSTEM (CAMS)</b>	<b>24</b>
4.4.1	Accessing CAMS	24
4.4.2	Using CAMS	25
<b>4.5</b>	<b>MONTHLY REPORTING</b>	<b>25</b>
<b>4.6</b>	<b>CONTRACT MEETINGS</b>	<b>26</b>
<b>4.7</b>	<b>REPORTING OF INCIDENTS</b>	<b>26</b>
4.7.1	Rectification of Damage	26
<b>5</b>	<b>PERFORMANCE MANAGEMENT.....</b>	<b>27</b>
<b>5.1</b>	<b>GENERAL REQUIREMENTS</b>	<b>27</b>
<b>5.2</b>	<b>SERVICE LEVELS</b>	<b>27</b>
<b>5.3</b>	<b>ACHIEVEMENT OF SERVICE LEVELS</b>	<b>27</b>
<b>5.4</b>	<b>REPORTING</b>	<b>27</b>
<b>5.5</b>	<b>AUDITING AND INSPECTIONS</b>	<b>28</b>
<b>5.6</b>	<b>KEY PERFORMANCE INDICATORS</b>	<b>28</b>
5.6.1	KPI and Service Level Thresholds	28
<b>5.7</b>	<b>PERFORMANCE OUTCOMES AND ADDITIONAL TERM</b>	<b>30</b>
5.7.1	Extension Options Review Milestones	30
5.7.2	Minimum Acceptable KPI Performance for Extension	31
<b>6</b>	<b>SAFETY MANAGEMENT.....</b>	<b>32</b>
<b>6.1</b>	<b>WORK HEALTH AND SAFETY</b>	<b>32</b>
6.1.1	General	32
6.1.2	WHS Management Plan	32
6.1.3	Safe Work Method Statements	33
6.1.4	WHS Workplace Inspections and Audits	33
6.1.5	WHS Reports, Records and Investigations	34
6.1.6	WHS Consultation	34
<b>6.2</b>	<b>RISK MANAGEMENT</b>	<b>34</b>

<b>6.3</b>	<b>EMERGENCY EVACUATION PLAN</b>	<b>35</b>
<b>6.4</b>	<b>SAFETY DATA SHEETS</b>	<b>35</b>
<b>7</b>	<b>GRAFFITI ASSETS REMOVAL REQUIREMENTS &amp; METHODS...</b>	<b>36</b>
<b>7.1</b>	<b>GENERAL</b>	<b>36</b>
<b>7.2</b>	<b>DAMAGE</b>	<b>36</b>
<b>7.3</b>	<b>REMOVAL METHODS</b>	<b>36</b>
7.3.1	High-Pressure Cleaning Equipment	36
7.3.2	Anti-Graffiti Coatings	36
7.3.3	Painting	36
7.3.4	Cleaning Products	37
<b>7.4</b>	<b>SPECIAL SURFACE REQUIREMENTS</b>	<b>37</b>
7.4.1	Impermeable Surfaces	37
7.4.2	Permeable Surfaces	37
7.4.3	Heritage Buildings or Structures	38
7.4.4	Public Art	38
7.4.5	Street Art and Murals	38
<b>7.5</b>	<b>ASSET BASED CLEANING REQUIREMENTS</b>	<b>38</b>
7.5.1	Cleaning of Smartpoles™	38
7.5.2	Cleaning of Poster pillars	39
7.5.3	Abandoned Properties	39
7.5.4	Street Bollards	39
7.5.5	Street Poles	40
7.5.6	Timber Power Poles	40
7.5.7	Traffic Signal Boxes	40
7.5.8	Traffic and Parking Signs	40
7.5.9	Road Barriers	40
7.5.10	Parking Ticket Machines	40
7.5.11	Street Trees	41
7.5.12	Parks City of Sydney	41
7.5.13	Parks Signage	41
7.5.14	Wayfinding Signage	41
<b>7.6</b>	<b>SYDNEY LIGHT RAIL COORIDOR</b>	<b>41</b>
<b>7.7</b>	<b>STREET ART</b>	<b>43</b>
7.7.1	Terminology	43
7.7.2	Identifying Street Art and Murals	43
7.7.3	Removal of Graffiti from Street Art	43
<b>7.8</b>	<b>PUBLIC ART</b>	<b>44</b>
7.8.1	Terminology	44
7.8.2	Removal of Graffiti from Public Art	44

<b>7.9</b>	<b>REMOVAL OF ELECTION POSTERS</b>	<b>44</b>
<b>7.10</b>	<b>DISPOSAL AND DISCHARGE OF WASTE PRODUCTS</b>	<b>45</b>
<b>8</b>	<b>OTHER REQUIREMENTS .....</b>	<b>46</b>
8.1	GENERAL	46
8.2	COORDINATION AND COOPERATION	46
8.3	SIGNAGE	47
8.4	IMPEDIMENTS TO THE SERVICE	47
8.5	INTERFERENCE WITH RELATED SERVICES	47
8.6	TRAFFIC & PEDESTRIAN MANAGEMENT	48
8.6.1	Minor or No Impact on Traffic & Pedestrian Flow	48
8.6.2	Major Impact on Traffic & Pedestrian Flow	48
8.7	NOISE MANAGEMENT	48
8.8	ACCOMMODATION, PLANT AND EQUIPMENT	48
8.9	OPERATIONAL FLEXIBILITY	49
8.10	ENVIRONMENT CARBON REPORTING	49
<b>9</b>	<b>LIST OF ATTACHMENTS.....</b>	<b>50</b>

# 1 INTRODUCTION

## 1.1 THE CITY'S GRAFFITI MAINTENANCE PROGRAM

The City of Sydney's Graffiti Maintenance Program (GMP) minimises incidents of graffiti on both public and private property through rapid removal methods to help prevent recurrence of illegal graffiti ensure the high presentation and quality of our public domain is maintained.

The program involves routine inspections and removal by City contractors and site-specific removal in response to requests.

The GMP includes the removal of graffiti located above ground level within three metres of any Council owned, maintained or serviced- road, street, lane or highway; and visible from public place.

This includes graffiti removal from Accessible Property and Non-Accessible Property and is carried out at the City's expense. Graffiti removal from any privately owned, residential, commercial, retail and industrial property assets is carried out subject to consent from the property owner.

## 1.2 SUMMARY OF SPECIFICATIONS

This specification sets out the scope of services for the Provision of Graffiti Removal Services.

The Agreement is for an **initial period of three (3) years** and may be extended for **an additional two (2) periods of two (2) years** subject to satisfactory performance of the Service Provider.

The Contract is based on a lump sum service fee for the core service requirements, plus a schedule of rates for additional services. The tenderer is to supply a schedule of rates for the provision of additional graffiti removal services that will be requested from time to time by the Contract Manager during the agreement term.

The City will remove sites, areas or service requirements from the Agreement at its discretion before or after the awarding of the Agreement.

## 1.3 CONTRACT DEFINITIONS

The following meanings apply to the terms used in this specification unless the context otherwise requires.

**Abandoned Properties** means property's including abandoned and boarded up buildings, shopfronts but not building construction sites with building hoardings.

**Accessible Property (AP)** means structures and assets not vested in the Crown nor owned by the City of Sydney on Private Land as defined by the Graffiti Control Act 2008. Graffiti on this private land is visible from a public place and can be readily accessed / reached from a public place. Graffiti can be removed from AP without the consent of the owner/ occupier, in accordance with Section 12 of the Graffiti Control Act 2008. Except where the request for removal is for a mural in which case Council's Graffiti Policy or removal protocols will be followed; or the request for removal would adversely impact access to or from the property such as automatic doors, a case where the owner/occupier's consent will be required.

**Act** means the Graffiti Control Act 2008 including amendments thereto.

**Agreement** means the whole of this Major Services Agreement, including the general conditions, the tender, the tender response, and specifications. This is the Agreement between the City and the Service Provider.

**Approved** means approved or selected by the Contract Manager irrespective of any trade usage of the word.

**Assets** means all structures and land which is owned by, or under the care, control and management of the City or its Partnering Agencies (except for Excluded Assets) as detailed in **(Attachment 1 – Graffiti Service Areas)**.

**Cleaning Products** means any chemical or solvents specially design for graffiti removal.

**Contract Manager** has the meaning given to those words in the Major Services Agreement.

**Corporate Asset Management System (CAMS)** - The City's electronic asset management system that manages the City's infrastructure assets by combining past, present and projected information about assets we own.

**CSM** means Customer Service Module and is a complaint or request received by a customer that is managed through Pathways software (refer to Section 4.3 of the specification).

**Emergency Response** means removal of graffiti within the specified time frame.

**Excluded Assets** means assets not included in the Service Agreement as listed below:

- Any items of street furniture being those items from time to time, the subject of the Agreement between The City, JC Decaux (Australia) Pty Ltd & QMS Australia as identified in **(Attachment 3 Excluded Street Furniture)**.
- Monuments, statues, sculptures, murals, memorials and water features owned by the City as indicated in **(Attachment 4 Public Art Contract)**.
- Parking ticket machines are excluded from this Agreement with the exception of King Street and Missenden Road Newtown refer to **(Attachment 11 Map Parking Ticket Machines)**.
- Hoardings surrounding building sites unless requested by Council and charged at the schedule of rates.
- Any other assets that the City will nominate in writing from time to time as Excluded Assets.
- Any other item identified by the City during the term of this Agreement.
- Contracted Parks areas as in **(Attachment 1 Graffiti Service Areas Park Boundaries Map)**.

**Foreign Matter** means tar, bitumen, grease, vehicle exhaust residue or undesired contaminants.

**Graffiti** is any unlawful inscription, word, figure or design that is marked, drawn, sprayed, painted and any poster or sticker pasted, applied or otherwise affixed to a surface of an asset. This includes posters, notices, bill posters and any remnants of same such as adhesives, glues, tape, shadows or colour variations remaining after removal. (Etching of glass, metal, plastic & wood is specifically excluded from this definition.)

**Graffiti Register** includes the register (electronic and hard copy) that is required to be developed and maintained by the Service Provider in accord with Section 13 of the Graffiti Control Act 2008, including the requirement to seek consent in writing of the owner/ occupier of the property. It also includes the register of all assets inspected in accordance with this Specification.

**Light Rail Corridor** - means the tram line corridor route from Circular Quay to Randwick which runs through the City of Sydney Local Government Area (LGA). The Service Provider will be responsible for maintaining the outside space of the corridor and the Smart Poles on the edge of the corridor within City of Sydney Council LGA.

**Major Services Agreement** means the agreement called the major services agreement between the City and the Service Provider for the provision of the services set out in that agreement and this document.

**Month** means calendar month including weekends.

**Monthly Report** means the report to be provided to the City by the Service Provider each month. It includes (but is not limited to) details of work undertaken on assets and private property, owner's consent sought and whether obtained, inspections undertaken, and outcomes achieved.

**Non-Accessible Property (NAP)** means structures and assets not vested in the Crown nor owned by the City of Sydney on Private Land as defined by the Graffiti Control Act 2008. Graffiti on this private land must be visible from a public place yet inaccessible from a public place. Removal of Graffiti from NAP can only occur with the owner/ occupier's consent, in accord with Section 12 of the Graffiti Control Act 2008.

**Non-Commercial Posters** include community posters, notices or unpaid advertisements that are informally promoting community events, services, messages, and/or providing social, political and

environmental comment. Examples include missing persons/animals' notices, garage sale posters, school fete advertisements etc.

**Offensive Graffiti** means any form of graffiti that contains.

- Offensive language
- Language of a politically, racially, religiously insulting or inciting nature.
- Hate statements
- Graphically explicit images sexual or violent nature.
- Graphically intimidating images or text.
- Images that are textually or visually offensive in context.
- Libelous or potentially libelous statements.

**Owner's Consent** means the consent required from the owner/ occupant in order to remove Graffiti from NAP in accordance with Section 12 of the Graffiti Control Act 2008. (However, it is not required when removing Graffiti from AP in accordance with Section 11 of the Graffiti Control Act 2008).

**Parks and Open Spaces** means any public park, sports field or reserve dedicated as such which is vested under the care, control and management of the City.

**Parks Signage** relates to directional and informational signage in park areas including park map entry signs, regulatory/operational signs, additional information signs, fitness equipment signs & ecology signs. (**Attachment 12 Parks Signage**).

**Partnering Agency Assets** are assets owned by agencies that the City has service agreements with. This includes the Roads and Maritime Services as shown in (**Attachment 5 RMS Assets**).

**Posters** mean commercial posters, commonly known as bill posters, which are paid advertisements that are unlawfully displayed in the public domain (except when displayed on authorised areas i.e. poster pillars) typically on poles, walls and hoardings (as defined in **Graffiti** definition).

**Poster Zones** - means zones that required poster removal on either a weekly, 3-day, 2-day or daily basis as defined in (**Attachment 1 Graffiti Service Areas Priority Zone Maps**).

**Priority Zones** - means Assets, AP and NAP that are inspected every 24 hours to identify graffiti incidents for removal. (**Priority Zones are marked in red on Service Area Section Map in Attachment 1 - Service Areas City of Sydney**).

**Quality and Operational Plan (Q&OP)** is the Plan referred to in Section 3.6 of the Specification.

**Routine Zones** - means all Assets, AP and NAP outside of the Priority Zones within the Service Area that are inspected every 7 days to identify graffiti incidents for removal. (**Routine Zones are outlined in Attachment 1 - Service Areas City of Sydney**).

**Service Areas** mean the areas that the Service Provider is to service as identified in the maps contained in (**Attachment 1 - Service Areas City of Sydney**).

**Service Provider** means the successful tenderer that enters into an agreement to remove graffiti in accordance with the requirements of this Specification on behalf of the City.

**Smart pole™** means any shared service street pole designed to reduce the number of street poles in the City of the type shown in (**Attachment 7 Smart Poles™**).

**Staff** means all workers engaged or employed to deliver services under this Agreement.

**Standard Service Days** means Monday to Sunday 6am – 6pm including public holidays.

**Public and Street Art** means any lawful murals, aerosol art or public art etc that is allowed in the public domain & must not be removed under this Agreement, except at the specific request of the City.

**The City** means the City of Sydney Council and includes its delegated representatives.

**Untouchable Property's List** is a list of properties that must not receive graffiti removal services.

## Part C – Specifications and Performance Review

**Wayfinding Signage** relates to directional and informational signage in City streets including pylon signs, flag signs, finger signs & braille/tactile signs (**Attachment 12 Wayfinding Signage**).

**Worksite** means any single or specific location where graffiti removal activities occur during the agreement.

## 2 SCOPE OF SERVICES

### 2.1 SCOPE OF WORKS

The scope of works under this Agreement is for the Service Provider to manage the Graffiti Management Program (GMP) and remove graffiti on an ongoing basis. Any such works must be carried out in accordance with the specifications and conditions of this Agreement.

Graffiti removal must be undertaken using methods that do not destroy, disfigure, discolour, damage or change the character of the surface and/or risk any deterioration of assets that are either owned by Council or by others.

The **Service Provider** must:

- Remove all graffiti that can be viewed from and is within three metres, to a maximum height of three metres of any Council owned, maintained or serviced road, street, lane or highway. from:
  - All City owned buildings, parks, roads and public domain assets.
  - Remove graffiti as specified within the priority, routine and poster zones based on the service frequency's and quality of service delivery as set out in the service tables schedules.
  - Undertake monthly cleaning schedule of all Smartpoles in relation to general cleaning including base cleaning as prescribed in these specifications.
  - The City's Parks and Open Spaces that are located within the "In house Service Provider" area as detailed in (**Attachment 1 Service Areas Park Boundaries Map**). (**Under** his Agreement the Service Provider does not service the "Contracted Service Provider" area of the City's Parks and Open Spaces).
  - Remove Graffiti from all residential properties, privately owned assets, government, commercial, retail and industrial property assets subject to agreement with the owners/occupiers, at Council's cost.
- Prepare and operate under an agreed program of works within a Quality and Operational Plan (Q&OP) under Clause 3.7 of this specifications.
- Remove all offensive graffiti within the specified timeframes which must be done in consultation with the Contract Manager. In some instances, Offensive Graffiti may need to be covered over temporarily away from public view until such time relevant approvals have been obtained.
- The Service Provider must ensure the Work, Health and Safety of all staff engaged in the delivery of the services and public safety is always paramount at all times through training, safe procedures, signage and site set up etc.
- Liaise with the public and the owners/occupiers of affected assets in a professional, competent and courteous manner including contacting customers in relation to CSMs customer requests and complaints.
- Provide monthly service reports, attended contract meetings and ensure all graffiti statistical data is captured in Graffiti Register.
- Engage as part of its organisation well qualified staff with superior knowledge and experience in all the required services and service areas, they must follow the City's core values & code of conduct at all times.
- Provide and be responsible for all costs associated with all labour, materials, equipment, plant and managerial resources necessary to conduct the services in a safe, effective and timely manner under this agreement.

## Part C – Specifications and Performance Review

- Prepare satisfactory work programs for the approval of the Contract Manager and implement the programs subject to that approval. The City reserves the right to adjust or reject any program.
- Recertify any works that does not meet the satisfaction of the customer any disputes the City's Contract Manager must notified, and any findings will be final by the City.
- Undertake full audits of City owned assets and continually monitor total numbers and precise locations to ensure all assets are included in the service schedule for graffiti removal. All updated information shall be sent to the Contract Manager for review.

### 2.2 TRANSITION IN PERIOD

A transition plan is a key component of this Agreement. The Service Provider must submit a transition plan as part of its tender detailing how the services will be provided during the transition period (the end of the existing Agreement and the commencement of this Agreement). Following a review and approved by the City, this transition plan will be implemented by the Service Provider to ensure efficient and coordinated transition in and delivery of services.

The City will endeavour to provide all existing up to date condition information on the areas to assist the Service Provider in providing a smooth transition into the GMP.

The Service Provider will be given a six-week transition period from the commencement date for the Service Provider to allow for a smooth and seamless transition of the Services. During this period the City may retain the services of the previous Service Provider or alternate labour as it sees fit.

During the transition period the Service Provider must:

- a) Carry out all graffiti inspections and removal works as specified in this Agreement.
- b) Test the works program in terms of quality, resources, efficiency in meeting the specified outcomes.
- c) Carry out all pre-condition audit checks on any works within this Agreement.
- d) Identify anomalies or works that the Service Provider considers to be outside the limits of the Specifications.

Any amendments or changes identified from the audits must be sent to the Contract Manager on a weekly basis during the transition period. Payment for these works must be as per the schedule of rates.

Contractor Induction Program If required, the Service Provider's staff who will be involved in the provision of these services must attend a four-hour contract induction program. This induction program will include as a minimum the following topics:

- (a) Structure of Council
- (b) Objectives of the Agreement
- (c) Influencing factors, such as, ensuring value for money outcomes, the City's values and political environment
- (d) Corporate systems
- (e) Policies and procedures

In addition, the Service Provider's Representative will be required to attend and participate in a comprehensive planning meeting(s) in order to prepare and/or finalise any programs and plans including but not limited to:

- (f) Quality & Operational Plan
- (g) Risk Management Plan
- (h) WHS Management Plan
- (i) Contract Management Plan

### **2.3 TRANSITION IN PLAN**

A transition plan is a key component of this Agreement. The Service Provider must submit a transition plan as part of its tender detailing how the services will be provided during the transition period (the end of the existing Agreement and the commencement of this Agreement). Transition plan should contain, but not limited to, all components listed in clause **2.2 Transition Period**. Following a review and approved by the City, this transition plan will be implemented by the Service Provider to ensure efficient and coordinated transition in and delivery of services.

### **2.4 TRANSITION OUT PERIOD AND PLAN**

The Service Provider, in consultation with the Contract Manager, will develop a transition out plan during the final 6 months of the Agreement.

The Service Provider will do everything necessary to carry out its obligations as detailed in the transition out plan to ensure that the transition of services between the Service Provider and the new Service Provider is performed in a manner to minimise disruption to the service delivery.

### **2.5 CONTINUITY OF SERVICE**

The Service Provider must be capable of performing the services twenty-four hours a day, seven days a week. The Service Provider must ensure that contingency arrangements exist to cope with all reasonably anticipated circumstances likely to arise during the conduct of the services, including street or road closures, special events, the volume of work during peak periods, equipment failure, seasonal weather conditions and failure of staff to report for work for any reason.

### **2.6 RIGHT TO DIRECT WORK**

The City reserves the right to direct work to others within the areas assigned under this Agreement.

The Service Provider must liaise with any other contractors, utility authorities, community groups, or agents approved by the City, so as to avoid any disruption, delay, or conflict relating to the services.

### **2.7 AVOIDANCE OF DANGER**

The Service Provider must plan and perform the services so as to minimise disruptions to the public and not cause a threat to the health or physical wellbeing of the public.

The **Service Provider** must:

- Avoid undue disruption to vehicles, pedestrians, public access and amenity.
- Remove plant and equipment immobilised due to breakdown.
- Avoid offensive noise generation in residential areas in line with EPA guidelines.
- Use vehicles and equipment which are fit for the purpose and in a safe and good working condition in a lawful manner.
- Not enter private property without authority.
- Utilise signs, barriers or screens where it is necessary for protection of pedestrians, vehicles, and Council or private property.
- The Service Provider must give notice when public access may be affected by any services.

### **2.8 PROFESSIONAL ADVICE**

The Service Provider will:

- a) Provide all forms of technical and professional advice as part of the service delivery.
- b) Engage officers with knowledge and experience adequate to competently deliver all aspects of the service.
- c) Provide the technical expertise necessary for the performance of all works.

## **2.9 ENVIRONMENTAL MANAGEMENT**

The services must be performed in such a manner as to avoid nuisance and/or damage to the natural and built environment.

The Service Provider must comply with all statutory requirements and must be a license holder for all licenses and agreements with Sydney Water and any other relevant Local or State Government authorities. The Service Provider must meet all environmental and other conditions imposed on its operations by those bodies.

## **2.10 REGULATORY REQUIREMENTS**

The Contract Manager will conduct periodic environmental audits without notice based on the Q&OP plan. The Service Provider must follow any recommendations of these audits where it affects the services.

All works performed must be in compliance with the relevant applicable State, Commonwealth and Local legislation, regulations and codes including any amendments, during the life of this Agreement.

Relevant legislation includes:

- Graffiti Control Act 2008.
- Local Government Act 1993
- Protection of the Environment Operations Act 1997.
- Heritage Act 1997.
- Environmental Planning & Assessment Act 1997.
- Work Health and Safety Act 2011.
- Work Health and Safety Regulation 2011.
- Workers Compensation Act 1987.
- The Fair Work Act 2009.
- Workplace Injury Management and Workers Compensation Act 1998.

The Service Provider must strictly observe such requirements and bear any associated costs including business registration and licensing costs.

## 3 SPECIFIC PROVISIONS AND REQUIREMENTS

### 3.1 AREAS INCLUDED FOR GRAFFITI REMOVAL

The Service Area is detailed in (**Attachment 1 Graffiti Service Areas- Service Priority Zone Map**) including Priority and Routine Zones within the Service Area. The LGA is divided into four areas for servicing. These are City, West, East and South and will be treated as separate sections for service delivery. These areas are shown in (**Attachment 1 City Zones LGA Map**).

During the term of the Agreement, the City reserves the right to change the size and configuration of these Zones, and/or the City boundaries.

The Service Provider will need to provide a scheduled program for all Routine Zones areas by precincts with the tender response. The scheduled program must detail service days and other key scheduling information including inspection and removals for each of the precincts shown in (**Attachment 1 Service Areas Graffiti Precincts Map**).

### 3.2 AREAS NOT INCLUDED

Various areas and assets within the City of Sydney Local Government Area (LGA) are under the control of other government entities and as such they are not covered under this Agreement and the Service Provider does not service these areas.

The Service Provider is responsible for removing the graffiti from the boundaries of these various areas and assets when the boundaries can be viewed from and are within three metres of any Council or public authority road, street or highway, unless stated otherwise by the Contract Manager.

These areas and assets include, but are not limited to:

- Property NSW (Former SHFA). This includes Darling Harbour, Circular Quay, The Rocks and much of the surrounding foreshore area.
- Royal Botanical Gardens Trust (RBGT). This includes the area of the Botanic Gardens at the Domain.
- Roads and Maritime Services (RMS). This includes main roads and road surfaces and its traffic infrastructure assets.
- Commonwealth Department of Defence. This includes areas such as the Garden Island Navy base and other defence establishments.
- Sydney Opera House Trust (SOHT). This includes the Sydney Opera House, Bennelong Point.
- Ausgrid. This includes the electricity network and infrastructure, power poles, electricity substations etc.
- Sydney Trains and NSW Trains. This includes rail infrastructure and Central Station heritage sandstone building in Eddy Avenue.
- Sydney Light Rail Company (SLRC) owner of Light Rail including platforms, train shelters, bridges and infrastructure.
- Centennial Park and Moore Park Trust this include the Moore Park Golf Club, Fox Studios and surrounding parklands.
- Sydney University and University of Technology Sydney (UTS).
- Housing NSW including public housing assets and other public housing estates or properties.
- Transdev Sydney - Light Rail Corridor area between the tram tracks throughout the light rail network responsible for the running of the network and maintenance.

### 3.3 ONGOING GRAFFITI INSPECTION & REMOVAL

The ongoing inspection and removal of graffiti must be provided in accordance with the service requirements and performance criteria listed in the tables below:

#### 3.3.1 Priority Zones Daily (Red & Blue)

<b>Description:</b>	
<ul style="list-style-type: none"> <li>• This zone covers all main arterial roads, footpaths and pedestrian thoroughfares.</li> <li>• It is a 24-Hour Priority Zone and is to be maintained 24 hours a day / 7 days a week including a full inspection and removal of all graffiti contained within the designated zone.</li> <li>• Red Zone poster removal will be the same removal frequency as the graffiti being 24 hours.</li> <li>• Blue Zones poster removal for non-commercial posters will be removed every week on Wednesdays <b>only</b>.</li> <li>• Poster removals are to be completed between the hours 5:30am and 9:30am daily morning run.</li> </ul>	
<b>CITY ASSETS:</b>	<b>Service Requirements:</b> <ul style="list-style-type: none"> <li>• The Service Provider is to conduct a full inspection every 24 hours to identify incidents of graffiti supported by photographic evidence &amp; locations mapped.</li> <li>• Remove all identified graffiti and obtain photograph of the outcome and enter data in graffiti register.</li> </ul>
	<b>Performance Criteria:</b> <ul style="list-style-type: none"> <li>• All graffiti identified by the Service Provider or notified to the Service Provider by the Contract Manager or City of Sydney customer request management system must be removed within 24 hours of identification, supported with photographic evidence, and update the graffiti register within five working days.</li> </ul>
<b>NAP PROPERTIES:</b>	<b>Service Requirements:</b> <ul style="list-style-type: none"> <li>• The Service Provider is to conduct a full inspection every 24 hours to identify incidents of graffiti supported by photographic evidence &amp; locations mapped.</li> <li>• A 'consent to remove graffiti' letter to be sent to ratepayer within 24 hours of identification.</li> <li>• Upon receipt of consent, remove all graffiti identified in inspection and photograph the outcome.</li> <li>• A letter is to be sent to the ratepayer within five days of removal confirming the removal of graffiti supported with photographic evidence.</li> </ul>
	<b>Performance Criteria:</b> <ul style="list-style-type: none"> <li>• Graffiti identified by the Service Provider or notified to the Service Provider by the Contract Manager or City of Sydney customer request management system, must be removed within 24 hours of owner's consent being obtained.</li> <li>• All letters of consent and confirmations of removal are to be retained by the Service Provider for inspection and quality control.</li> </ul>
<b>AP PROPERTIES:</b>	<b>Service Requirements:</b> <ul style="list-style-type: none"> <li>• The Service provider is to conduct a full inspection every 24 hours to identify incidents of graffiti supported by photographic evidence &amp; locations mapped.</li> <li>• Remove all identified graffiti within 24 hours, obtain photographic evidence of the outcome, and enter data in graffiti register.</li> <li>• A letter is to be sent to the ratepayer within five days of removal confirming the removal of graffiti, supported with photographic evidence, and update the graffiti register within five working days.</li> </ul>
	<b>Performance Criteria:</b> <ul style="list-style-type: none"> <li>• Graffiti identified by the Service Provider or notified to the Service Provider by the Contract Manager or City of Sydney customer management system, must be removed within 24 hours of owner's consent being obtained.</li> <li>• All letters of consent and confirmations of removal are to be retained by the Service Provider for inspection and quality control.</li> </ul>

**3.3.2 Routine Zones Weekly (Grey)**

<b>Description:</b>	
<ul style="list-style-type: none"> <li>This zone covers all other streets, footpaths and pedestrian thoroughfares throughout the LGA that are not in the daily priority zones.</li> <li>The Service Provider is to schedule a graffiti removal program for all routine service areas by precincts.</li> <li>Routine Zones are to be maintained weekly with a full inspection all graffiti and posters contained within the designated zone must be removed.</li> <li>*Poster removal frequency is the same as graffiti.</li> </ul>	
<b>CITY ASSETS:</b>	<b>Service Requirements:</b> <ul style="list-style-type: none"> <li>The Service Provider is to conduct a full inspection every seven days to identify incidents of graffiti supported by photographic evidence &amp; locations mapped.</li> <li>Remove all identified graffiti within 24 hours of inspection and photograph the outcome.</li> <li>Remove all graffiti within 24 hours of receiving notification from the Contract Manager or City of Sydney customer request management system obtain photographic evidence of the outcome and enter data in graffiti register.</li> </ul>
	<b>Performance Criteria:</b> <ul style="list-style-type: none"> <li>Graffiti identified by the Service Provider or notified to the Service Provider by the Contract Manager or City of Sydney customer request management system, must be removed within 24 hours of identification, supported with photographic evidence, and update the graffiti register within five working days.</li> </ul>
<b>NAP PROPERTIES:</b>	<b>Service Requirements:</b> <ul style="list-style-type: none"> <li>A full inspection every seven days by the Service Provider to identify incidents of graffiti supported by photographic evidence &amp; mapped.</li> <li>A 'consent to remove graffiti' letter to be sent to ratepayer within 24 hours of identification. Upon receipt of consent, remove all graffiti identified in inspection and photograph the outcome.</li> <li>A letter is to be sent to the ratepayer within five days of removal confirming the removal of graffiti supported with photographic evidence and enter data in graffiti register.</li> <li>Remove all graffiti within 24 hours of receiving notification from the Contract Manager or City of Sydney customer request management system, obtain photographic evidence of the outcome, and enter data in graffiti register.</li> </ul>
	<b>Performance Criteria:</b> <ul style="list-style-type: none"> <li>Graffiti identified by the Service Provider or notified to the Service Provider by the Contract Manager or City of Sydney customer request management system, must be removed within 24 hours of notification of owner's consent being provided supported with photographic evidence, and update the graffiti register within five working days.</li> <li>All letters of consent and advice are to be retained by the Service Provider for inspection and quality control.</li> </ul>
<b>AP PROPERTIES:</b>	<b>Service Requirements:</b> <ul style="list-style-type: none"> <li>The Service Provider is to conduct a full inspection every seven days to identify incidents of graffiti supported by photographic evidence &amp; mapped.</li> <li>Remove all identified graffiti within 24 hours, obtain photograph of the outcome and update the graffiti register within five working days.</li> <li>A letter is to be sent to the ratepayer within five days of removal confirming the removal of graffiti and supported with photographic evidence.</li> </ul>
	<b>Performance Criteria:</b> <ul style="list-style-type: none"> <li>Graffiti identified by the Service Provider or notified to the Service Provider by the Contract Manager or City of Sydney customer request management system, must be removed within 24 hours of identification supported with photographic evidence, and update the graffiti register within five working days.</li> <li>All letters of advice are to be retained by the Service Provider for inspection and quality control.</li> </ul>

### 3.3.3 Poster Zones (Pink, Orange and Green)

<p><b>Description:</b></p> <ul style="list-style-type: none"> <li>• These poster zones are for the removal of all posters including tape remnants.</li> <li>• Poster zones are to be maintained in accordance with the timeframes set out below.</li> <li>• All posters contained within these designated zones must be removed &amp; full inspections must be carried out.</li> <li>• These zones are poster and sticker zones only, an extension from the Routine Zones.</li> </ul>	
<p><b>POSTER ZONE 3 DAYS (PINK)</b></p>	<p><b>Service Requirements:</b></p> <ul style="list-style-type: none"> <li>• The Service Provider must conduct a full inspection three days a week - Mondays, Wednesdays &amp; Fridays to identify incidents of posters supported by photographic evidence &amp; mapped locations.</li> <li>• Remove all posters and stickers identified in inspection and photograph the outcome.</li> </ul>
	<p><b>Performance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Graffiti identified by the Service Provider or notified to the Service Provider by the Contract Manager or City of Sydney customer request management system, must be removed within 24 hours of identification supported with photographic evidence.</li> </ul>
<p><b>POSTER ZONE 2 DAYS (ORANGE)</b></p>	<p><b>Service Requirements:</b></p> <ul style="list-style-type: none"> <li>• The Service Provider must conduct a full inspection two days a week on Tuesdays and Thursdays to identify incidents of graffiti supported by photographic evidence &amp; mapped locations.</li> <li>• Remove all posters and stickers identified in inspection and photograph the outcome.</li> </ul>
	<p><b>Performance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Graffiti identified by the Service Provider or notified to the Service Provider by the Contract Manager or City of Sydney customer request management system, must be removed within 24 hours of identification supported with photographic evidence.</li> </ul>
<p><b>SECOND POSTER RUN AFTERNOONS (GREEN)</b></p>	<p><b>Service Requirements:</b></p> <ul style="list-style-type: none"> <li>• Daily removal of all posters including tape remnants as specified in the areas in (Attachment 1 Service Areas Second Poster Run Map)</li> <li>• Removal times - span of hours between 1:00pm to 7:00pm daily.</li> </ul>
	<p><b>Performance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Posters identified by the Service Provider or notified to the Service Provider by the Contract Manager or City of Sydney customer request management system must be removed within in the hours specified supported with photographic evidence.</li> </ul>
	<p><b>Agreement Terms:</b></p> <ul style="list-style-type: none"> <li>• With this afternoon poster service, the City reserves the rights to change or stop the service at any time. This is dependent on the City's discretion in regards to seasonal changes and if there's a reduction in the number of bill poster incidents.</li> <li>• This service must be costed on a yearly and monthly basis in the schedule of rates.</li> </ul>

### 3.3.4 SMARTPOLES™ General Cleaning & Base Cleaning

<p><b>Description:</b></p> <ul style="list-style-type: none"> <li>All Smartpoles™ located on main arterials roads footpaths, pedestrian thoroughfares &amp; light rail corridor throughout the City of Sydney LGA.</li> <li>Smartpoles™ must be fully cleaned of all residue relating to bill posters and stickers as described in the definitions “Graffiti” included but not limited to any remnants such are adhesives, glues, paste &amp; tape etc”.</li> <li>The smart poles are to be fully cleaned above one metre from the base level to the transition ring / collar at approximately 2.4 metres refer to <b>(Attachment 7 Smartpoles and Clause 8.5.1)</b>.</li> </ul>	
<p><b>General Cleaning Service Requirements Part 1 upper section</b></p>	<p><b>Service Requirements:</b></p> <ul style="list-style-type: none"> <li>The smart pole must be fully cleaned of all traces of all residue relating to bill posters &amp; stickers.</li> <li>The Service Provider must conduct scheduled cleaning program of all Smartpoles™ every four (4) weeks and must take and retain before and after photographs for inspection and reporting purposes.</li> <li>A list of all smart poles completed to be included in the monthly contract report with photo links to verify the quantity of service provided.</li> </ul>
	<p><b>Performance Criteria:</b></p> <ul style="list-style-type: none"> <li>Smartpoles™ cleaned monthly as per the approved schedule.</li> <li>No graffiti remnants such as adhesives, glues, paste &amp; tape etc”</li> <li>No damage to the smart poles during or after the cleaning process.</li> </ul>
<p><b>Description:</b></p> <ul style="list-style-type: none"> <li>All Smartpoles™ located on main arterials roads, footpaths, pedestrian thoroughfares &amp; the light rail corridor throughout the City LGA.</li> <li>The Smartpoles are to be cleaned in conjunction with the general cleaning and the base cleaning as these sections have different contaminants which require two methods of cleaning requirements.</li> <li>Smartpoles™ must be cleaned of all foreign matter as describe in the definitions tar, bitumen, grease, vehicle exhaust residue or undesired contaminants on the section of the pole up to 1 metre above the base refer to <b>(Attachment 7 Smartpoles and Clause 8.5.1)</b>.</li> </ul>	
<p><b>Base Cleaning Service Requirements Part 2 lower section</b></p>	<p><b>Service Requirements:</b></p> <ul style="list-style-type: none"> <li>The smart pole must be fully cleaned of all traces of Foreign Matter.</li> <li>The Service Provider must conduct scheduled cleaning program of all Smartpoles™ every four (4) weeks and must take and retain before and after photographs for inspection and reporting purposes.</li> <li>A list of all smart poles completed to be included in the monthly contract report with photo links to verify the quantity of service provided.</li> </ul>
	<p><b>Performance Criteria:</b></p> <ul style="list-style-type: none"> <li>Smartpoles™ cleaned monthly as per approved schedule.</li> <li>All foreign matter is removed from Smartpoles™ as per approved schedule.</li> <li>No damage to the smart poles during or after the cleaning process.</li> </ul>

### 3.3.5 Special Events

<p><b>Description:</b></p> <ul style="list-style-type: none"> <li>The Special Event service includes inspection and removal of graffiti before and after major City events</li> <li>Examples of Special Events: New Year’s Eve, Australia Day, Anzac Day, Remembrance Day, Christmas Tree Lighting, Gay &amp; Lesbian Mardi Gras, City to Surf Fun Run, City Open Day, Street Art Exhibitions &amp; Ticker Tape Parades etc.</li> <li>The Service Provider will be notified of upcoming events by Contract Manager within 3-7 days before event</li> </ul>	
<p><b>ALL EVENTS</b></p>	<p><b>Service Requirements:</b></p> <ul style="list-style-type: none"> <li>Event area(s) free of graffiti six hours prior to the event.</li> <li>Complete removal of all graffiti from the event area(s) within six hours of the completion of the event, obtain a photograph of the outcome and update the graffiti register within five working days.</li> </ul>
	<p><b>Performance Criteria:</b></p>

	<ul style="list-style-type: none"> <li>• Event area(s) free of graffiti and posters prior to and after an event takes place within maximum of six hours upon event conclusion supported with a photographic evidence and update the graffiti register within five working days.</li> <li>• Provide emergency response capacity to attend to graffiti notified by the City or others such that resources are available to attend at the site(s) of the incident(s) within two hours of notification.</li> </ul>
--	--

### 3.3.6 Emergency Removal of Graffiti

<p><b>Description:</b></p> <ul style="list-style-type: none"> <li>• The Service Provider must be able to provide an on-call emergency response available twenty-four hours to action all emergency requests.</li> <li>• Only the Contract Manager can direct the Service Provider to undertake emergency requests.</li> </ul>
<p><b>Service Requirements:</b></p> <ul style="list-style-type: none"> <li>• The Service Provider must remove the graffiti at the requested site within two hours upon notification by the City during working hours. The Service Provider will obtain a photograph of the outcome and update the graffiti register within five working days. The Service Provider must remove the graffiti at the requested site within four hours upon notification by the City outside working hours. The Service Provider will obtain a photograph of the outcome and update the graffiti register within five working days.</li> <li>• After providing emergency removal the Service Provider must notify the Contract Manager of the status and outcome of the removal within 1 hour.</li> </ul>
<p><b>Performance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Complete removal of all graffiti from the location within two hours during work hours and four hours outside work hours supported with a photographic evidence, provides status update to the Contract Manager and update the graffiti register within five working days.</li> </ul>

### 3.3.7 Parks and Open Spaces

<p><b>Description:</b></p> <ul style="list-style-type: none"> <li>• City's Parks staff will be responsible for inspecting and identifying all graffiti incidences within the park areas. Parks staff will notify the Service Provider by issuing a CSM or CAMS customer request that will need to be actioned within 24 hours upon notification.</li> <li>• Graffiti Removal in the Parks areas located in the LGA City and LGA West precincts are not covered under this Agreement.</li> <li>• The City's Park assets in LGA South and LGA East are free of graffiti including buildings or structures, playground equipment, signage, boundary walls and fences etc. contained within and outside the park area.</li> </ul>
<p><b>Service Requirements:</b></p> <ul style="list-style-type: none"> <li>• The Service Provider must respond to all graffiti requests via CSMs/CAMS relating to park areas within LGA South and LGA East. The Service Provider must remove graffiti within 24 hours of the CSMs/CAMS being logged, obtain a photograph of the outcome and update the graffiti register within five working days.</li> </ul>
<p><b>Performance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Graffiti identified by the Service Provider or notified to the Service Provider by the Contract Manager or CSMs/CAMS, must be removed within 24 hours of identification supported with photographic evidence, and update the graffiti register within five working days.</li> <li>• CSMs/CAMS requests are closed off within the designated timeframes by the Service Provider once graffiti removals have been completed.</li> </ul>

## 3.4 GRAFFITI DATABASE

The Service Provider is required to maintain a computerised graffiti database on behalf of the City throughout the term of the Agreement of all removed graffiti incidents. The database must be kept in accordance with the requirements of the Act relating to the removal of graffiti from AP and NAP and will be maintained in the form of a Graffiti Register, as set out in **(Attachment 8 Graffiti Register)**. The graffiti database program must be provided to the City as part of the Agreement conditions and access to the Graffiti Register via website login must be made available.

### 3.4.1 Adding information to the Graffiti Database

For each incident of removal from an AP the Service Provider must:

- Gather photographic evidence of the incident (pre and post removals).
- Update the graffiti database within five business days of removing the graffiti.
- Within five business days of the removal, provide the owner or occupier of the property concerned with written notice that the removal has occurred. Refer to **(Attachment 9 for graffiti removal notification template)**.

For each incident of removal from an NAP the Service Provider must:

- Obtain the written consent of the property owner to remove the graffiti. Refer to **(Attachment 9 for request for consent to enter private property template)**.
- Produce photographic evidence of the incident (pre and post removal).
- Update the Graffiti Register within five business days of the removal.
- Within five business days of the removal, provide the owner or occupier of the property concerned with written notice that the removal has occurred refer to **(Attachment 9 for graffiti removal notification template)**.
- Gain the approval of the City to proceed with removal if outside the scope of works.

The City must approve all templates used for correspondence. The Service Provider must not change any part of the format without the City's permission.

## 3.5 THE GRAFFITI REGISTER

Graffiti needs to be recorded in the Graffiti Register **(Attachment 8 Graffiti Register Template)** by:

- Location (suburb, street and street number) and area (precinct, sub precinct and graffiti zone)
- Type (spray-paint, texta, chalk, other, posters, non-commercial posters and stickers).
- Incident or graffiti reference number.
- Date identified and date removed.
- Square metres (M<sup>2</sup>) removed.
- Tag Type (name or description).
- Asset type (City Asset, AP, NAP and Park).
- Removal method and type.
- Removal cost and time.
- Property fixture or surface.
- Request type (from CAMS/CSMs or internal inspections etc).
- Before and after photos of all instances of graffiti including time and date stamp.

The Graffiti Register data (including before and after photos) must be provided to the City on a monthly basis with the monthly report in a Microsoft Excel spread sheet as shown in **(Attachment 8 Graffiti Register Template)**. All photos must be indexed and linked to the spread sheet they must be forwarded to the City via electronic media USB drive etc.

The Graffiti Register is owned by the City and all related graffiti data (including data and all photos) collected during the Agreement period is owned by the City. The City will conduct random audits to verify that all data is captured in the graffiti register as prescribe above. At no time should any of the data fields be modified. They must remain as per the specification requirement under this agreement.

### **3.6 UNTOUCHABLE PROPERTIES LIST**

The Untouchable Properties List contains properties that do not require graffiti removal services from the Service Provider. Currently there is a list of properties which will be provided to the Service Provider on commencement of the Agreement.

The Service Provider is responsible for maintaining and updating the Untouchable Property's List.

New additions to the list must only be added once confirmation has been received from the property owner or the City. Once confirmed, the property is to be placed on the "Untouchable Properties List" as soon as possible by the Service Provider.

The properties on this list are to be included on the operational run sheets or maps to ensure removal work is not carried out against the wishes of the property owner or the City. The updated list is to be forwarded to the City's Contract Manager each month at Contract Meetings.

### **3.7 QUALITY AND OPERATIONAL PLAN**

The Service Provider will establish and maintain a comprehensive Quality and Operation Plan (Q&OP) that fully documents how the Agreement outcomes are to be delivered.

#### **3.7.1 Submitting the Q&OP**

A draft Quality & must be submitted with the tender response in the format detailed below in clause 3.7.2. The Service Provider is to implement the draft Q&OP submitted in the tender response during the transition period & must ensure that there is no reduction in the service outcomes during this period.

Within eight weeks from the commencement of the Agreement the Service Provider is to submit a fully documented Q&OP. The Q&OP is to cover the first year for the delivery of all services and the achievement of all outcomes under the Agreement.

The City approve the Q&OP submitted by the Service Provider or any resubmitted Q&OP, within 14 business days of submission by the Service Provider, unless the Q&OP is rejected, in which case the Service Provider must submit an amended Q&OP for approval within 14 business days.

#### **3.7.2 Q&OP Format**

As a minimum, the Q&OP must address the following areas and indicate how they will be used to provide the service:

- The Company's organisational structure – inclusive of all operational and administration support staff, showing numbers of workers, their function, level of responsibility and authority, contact details (telephone and email), percentage of time dedicated to this Agreement and any commitments to other contracts or projects unrelated to this service.
- Details of all staff qualifications, training and licenses in a skills matrix format.
- Communications, details of systems, methods or procedures that will be used to ensure effective internal and external communication (including software used for the graffiti database).
- Documentation showing the frequency and scheduling of all Agreement tasks to be performed. This must include operational run sheets, maps and procedures for achieving specified response times.
- Documentation showing how the graffiti removal management process embraces innovative technologies, best practice removal techniques, remediation and prevention methodologies.
- Staff rosters detailing staff numbers, shifts and locations.
- All equipment detailed by type and quantity with a maintenance schedule including processes, frequency and times.

- Documentation showing the management, administration and document/data control systems used to deliver this service.
- Quality management procedures, objectives and review systems.
- Emergency response procedures
- City of Sydney Contractor Safety Handbook Inductions
- Work Health and Safety Plan in accordance with WHS legislation.
- Safe Work Method Statements (SWMS).
- Dangerous Goods and/or Chemical Register and Safety Data Sheets (SDS).
- Risk Management Plan including risk assessments of site & work activities.
- Business Continuity Plan.
- Environmental Management Plan.
- Traffic & Pedestrian Management Plan.
- Document any energy efficiency measures and/or offsetting programs underway or committed to energy efficiency.

### **3.7.3 Q&OP Annual review**

One month prior to each anniversary of the Agreement, the Q&OP is to be reviewed, updated and submitted to the Contract Manager for review.

As a minimum, a formal review of the Q&OP addressing the requirement for both operational capacity and innovation will be included as a component part of annual performance reviews.

The performance and implementation of the Q&OP will be monitored at each monthly progress review meeting.

### **3.7.4 Council Plans and Policies**

All work undertaken by the Service Provider must comply with relevant Council Policies and strategies (including any amendments) including but not limited to:

- Sustainable Sydney 2030 – Strategic Plan
- The City Plan – Local Environmental Plan (LEP) 2012.
- The City of Sydney Code of Conduct
- The City’s Contractor Safety handbook
- Construction Hours/Noise within the CBD - City of Sydney Code of Practice 1992
- Customer Service Charter
- Asset Management Policy 2012.
- Graffiti Management Policy 2013
- Public Art Policy 2011
- Public Art Strategy
- The City’s Work Health and Safety Policy, Workers Compensation Policy and related procedures.

## 4 COMMUNICATIONS & REPORTING

### 4.1 GENERAL

The **Service Provider** must:

- Be contactable during standard service days via phone and email.
- Respond to the City and its stakeholder's in a professional and timely manner in all forms of correspondence either written or verbal.
- Have a computer system compatible with all current Council applications including CSM (Pathways), Corporate Asset Management System (CAMS), Microsoft Outlook, Graffiti Register Database and future applications.
- The Service Provider, on request, must make available the daily roster of staff allocation to runs, priority areas and plant and equipment to the City's Contract Manager.

### 4.2 COMMUNICATING WORK

The Service Provider will usually be notified by the City to remove graffiti using the main following methods but may be notified by other means:

- Through the City's Customer Service System (CSM) and/or the Contract Asset Management System (CAMS).
- To a dedicated e-mail address to be provided by the Service Provider and included on Service Provider's letters.
- By phone directly to key staff.
- From the City's Customer Service Centre and Afterhours Call Centre that receive graffiti related requests or complaints direct from the public.

### 4.3 CUSTOMER SERVICE MODULE (CSM) & CORPORATE ASSET MANAGEMENT SYSTEM (CAMS)

The City has two computer software programs available for the Service Provider to use in receiving graffiti requests or complaints these are generated through the Customer Service Centre.

- Pathways system is currently the main Customer Service Module for all graffiti related requests which requires external login by a nominated person by the Service Provider.
- Corporate Asset Management System has the pathways data transferred into the system and can be accessed by external login by a nominated person by the Service Provider.

The City will confirm which system is to be used at the start of the Agreement.

#### 4.3.1 Pathways Customer Service Module (CSM)

The Service Provider will be regularly audited for performance in actioning and completing CSM requests. The Service Provider is required to action each CSM within 24 hours of the CSM being logged and must complete the CSM within 48 hours of the CSM being logged. The Service Provider is to promptly inform the Contract Manager of any issues that prevent the completion of the CSMs.

The Service Provider is required to directly contact the customer by telephone, email or letter where follow up, confirmation of action or completion of a CSM has been requested.

##### 4.3.1.1 Actioning and Closure of CSMs

In actioning CSMs the **Service Provider** must:

- Deal with customers and enquiries in a courteous and helpful manner.

- Respond to all phone enquiries within one (1) hour of receipt.
- administered the CSMs in the following sequence:
  - (a) CSMs will be received as “Not Yet Actioned”
  - (b) The Service Provider will place the CSM “In Progress” once assigned for action.
  - (c) The CSM can only be closed off after the request for removal has been completed and the closure code is changed to “Completed”.
  - (d) CSMs must be placed “On Hold” if there is a delay in completing the CSM due to weather, access issues, public safety, noise restrictions, colour matching or obtaining owners consent. The customer must be contacted and advised of the reasons for the service delay.

#### **4.3.1.2 CSM Response**

All CSMs require documented responses from the Service Provider detailing the actions taken to complete the work. Information which needs to be included into the CSM includes:

- Nature of graffiti and type.
- Method used for removal.
- Reason for service delay(s) if necessary.
- Number of tags removed from the property.
- If waiting for owners’ consent before commencing work.
- Record if graffiti removal is outside of the specifications.
- Date when graffiti was removed.
- Date when customer was contacted and advised.
- Name of person closing off the CSM.

#### **4.3.1.3 Redirecting CSMs**

Any CSMs requests or complaints that require the City to answer directly must be brought to the attention of the City’s Contract Manager and redirected changing the Actioning Officer these include any disputes with the service, workmanship, staff issues, incidents & damage to property etc.

### **4.4 CORPORATE ASSET MANAGEMENT SYSTEM (CAMS)**

CAMS is an electronic system to enable the City to more effectively manage all aspects of the City’s infrastructure assets combining past, present and projected information about assets the City owns.

The CAMS System has the ability to track monitor, record and report on inquiries, inspections, removals, defects and jobs communicated between the City and the Service Provider.

All data collected remains the property of the City at all times and must be given to the City in its entirety at the expiration or termination of the Agreement.

#### **4.4.1 Accessing CAMS**

The Service Provider will use one of the following methods to access CAMS:

- Direct access to CAMS via a PC or handheld technology.
- (A range of commonly available mobile devices will be capable of connection to the CAMS database, so long as they are capable of successfully registering with the City’s Mobile Device Management Service (MDM). The City’s MDM platform will be iPad and iPhone.

- The supply of hardware and payment of network carrier costs and MDM service fees are the responsibility of the Service Provider.)
- The Service Provider will utilise existing hardware and third-party asset management software provided suitable interfaces to CAMS are developed and core information is able to be transferred. Delivery of data will be at daily intervals or as approved by the Contract Manager. The Service Provider will bear all costs associated with the development of the data interface.
- (CAMS utilise standard hardware configurations and operates on a Windows 2007 platform on a SQL database).

#### **4.4.2 Using CAMS**

The Service Provider will:

- Collect, update, and modify all data fields whenever necessary during the course of all maintenance tasks and functions to ensure the data is a true and accurate representation of each existing asset.
- Ensure that all graffiti removal work is recorded accurately.
- Take and upload into CAMS digital photos of all assets being referred to the Contract Manager.
- Record information in a logical manner and consistent format.
- Conduct a quarterly review of the asset and maintenance data to improve data quality, accuracy and ensure consistency.
- Make changes to the data format or recording method only when approved by the Contract Manager. Changes to the data format or content will be implemented at no additional cost to the City.
- Not use data for any other purposes other than the delivery of the service, without the prior written approval of the Contract Manager.

#### **4.5 MONTHLY REPORTING**

The Service Provider must provide to the Contract Manager a monthly report that includes the following content:

- Items arising from previous meeting minutes.
- Critical/Outstanding Issues.
- CSM/CAM statistics (completed, overdue, on hold, in progress).
- Risk Management issues and incidents.
- Financial Report (monthly updated detail of lump sum to date with itemised variations, cost, approvals).
- Customer complaints/compliments.
- Weekly areas completed to specification.
- Quality and Operational Plan (as required for review).
- Summary of graffiti removal audit and program for next audit.
- Graffiti statistical data by type, no of incidents and square meters removed.
- Updated Graffiti Register (as outlined in 3.4.2).
- Report on meeting the KPIs listed in Clause 5.11 of this specifications.

The Service Provider must use the Monthly Report Template provided by the Contract Manager for the monthly report, or as otherwise amended by the Contract Manager from time-to-time.

The monthly report must be provided to the City within ten standard business days after the end of each calendar month in both hard and soft copy.

#### **4.6 CONTRACT MEETINGS**

The Service Provider's representative must attend all site meetings, monthly contract meetings, annual performance review meetings and any other meetings required by the Contract Manager.

The City's Contract Manager will chair each monthly meeting and will issue an agenda three business days prior to the meeting and will issue meeting minutes within five business days of each meeting. The meetings will be held at a mutually convenient date and time at a venue to be determined by the City.

The Service Provider must be prepared to discuss the monthly report, any operational issues and improvements at the monthly meetings.

#### **4.7 REPORTING OF INCIDENTS**

The Service Provider must provide details of any incident involving third parties to the Contract Manager within two hours of the occurrence of such an incident and a full report within 24 hours.

Where an inquiry arises from a report or complaint by a member of the public in relation to the service, the Service Provider must provide:

- Details of the personnel, facilities, vehicles and equipment involved.
- The date and place of the incident.
- The nature of any damage to property or injury to personnel.
- The action taken by the Service Provider to prevent recurrence.
- External contacts including NSW Police Service or Fire Service.

##### **4.7.1 Rectification of Damage**

The Service Provider must conduct the required Services in a manner that avoids any damage to public or private property and will be responsible for:

- Notifying the Contract Manager.
- Liaising with all party's involved.
- Rectifying any such damage caused.
- Returning such property to its pre-existing condition at the Service Provider's own cost.
- Providing an update on the outcome to the Contract Manager to ensure the incident has been resolved satisfactory.

## 5 PERFORMANCE MANAGEMENT

### 5.1 GENERAL REQUIREMENTS

In order to effectively monitor and manage the performance of the Service Provider during the Term and any Additional Term a Performance Management System (“PMS”) has been included in this Agreement. The Service Provider must achieve the Service Levels as specified in this Agreement.

The PMS is designed to highlight the standard of service as well as identify any opportunities for improvement. The Service Provider will be required to provide feedback as part of their monthly report about possible areas for improvement to efficiency, quality, productivity and safety in relation to the Services.

The PMS includes four main elements.

- Service Levels
- Reporting
- Audits and Inspections
- Key Performance Indicators

### 5.2 SERVICE LEVELS

Further to Section 3 of this specification, the Service Provider must at all times achieve or exceed the following Service Levels as in the tables below.

Without limiting any other rights or remedies of the City under this Agreement otherwise, if the Contractor fails to perform its obligation to the standard required by the Service Level then:

- a) The Contractor must promptly:
  - i) Investigate the underlying cause of the failure;
  - ii) prepare and supply to the City a comprehensive report on the problem;
  - iii) take whatever action is reasonably necessary to minimise the impact of the problem;
  - iv) correct the problem as soon as practicable; and
  - v) keep the City advised at all times as to progress being made in rectifying the problem.
- b) The City may:
  - i. Require the Provider to:
    - Submit to the City, within the period specified by the City, a remedial plan; and
    - On notification by the City that the remedial plan is acceptable to the City, implement the remedial plan; or
  - ii. Exercise its Service Level Rights.

### 5.3 ACHIEVEMENT OF SERVICE LEVELS

The Service Level Measurements are the minimum prescribed performance standards which the Contractor must deliver in accordance with Table 6.6.1 of this specifications.

The Contractor is required to report monthly on its performance against applicable Service Level Measurement.

In the event of any non-compliance with the Services or deviation from the specified Service Levels, provided that the Contractor takes all steps required to implement corrective action such that the non-compliance or deviation is corrected immediately and in a satisfactory manner, the Council will take no action other than to record the non-compliance.

### 5.4 REPORTING

The Provider will provide monthly reports as specified in Clause 4.6 of this specification in a format approved by the City.

In addition to the reporting requirements, the Provider must meet the data management outlined in Clause 4.5 of this specifications.

## 5.5 AUDITING AND INSPECTIONS

In order to ensure service standards are being achieved by the Service Provider, all Service Areas will be subject to a minimum of monthly routine audits and inspections by the Contract Manager.

In the event of non-compliance with the specifications and/or agreed service levels, the Contract Manager will direct remedial action by the Service Provider and such remedial action must be carried out within:

- All urgent works within 2 hours.
- All non-urgent works within 24 hours.

If the City is not satisfied with the standard or execution of this work, it must remedy the work using an alternate service provider and the costs will be deducted from the next monthly payment owing to the Service Provider. Deficiencies and audit performance will be reviewed monthly.

If the City believes that the incidence of Graffiti has reduced significantly prior to exercising any option to extend the term, then the parties will agree to a reduction in the fees for the continued provision of the Services.

## 5.6 KEY PERFORMANCE INDICATORS

The City will use the following Key Performance Indicators to monitor the performance of the Service Provider during the Term and any Additional Term of the Agreement.

This performance assessment will be formally undertaken as part of the annual meeting between the parties using the Performance Review Table below.

The parties will be required to give consideration to the performance in the given period and be prepared to discuss the ratings given respectively. Notes and comments are documented as a record of feedback from the meeting on the form.

KPIs will be assessed using a combination of performance descriptors, audit and inspection results carried out by the Contract Manager to determine a performance score for each period.

Should one or more of the KPIs be considered irrelevant or unworkable the parties must meet in good faith and agree on an alternative KPI(s) as may be required under the Agreement.

It is the responsibility of the Contractor to keep records and report of the KPIs on a monthly basis.

### 5.6.1 KPI and Service Level Thresholds

KPI	Service Level	Service Level Measurement	Frequency	Service Level Minimum Performance Threshold
<b>SUSTAINABLE SAFE SERVICE</b>				
Lost Time Injury Frequency Rate of Zero (Rolling twelve-month average)	Management of personnel and training	% of safety inspections conducted (safety interactions) of its employees or subcontractors in accordance with the Provider's inspection program.	Monthly	90% compliance
		Toolbox or Start Up meetings have safety contact	As requested,	90% compliance
	Process & Systems in place for WHS	Compliance with all legislation and WHS requirements	By Quality Audit	100% compliance
		100% of incidences and near misses recorded immediately, including mitigation strategies, investigations closed out within 10 business days with root cause analysis, incident to be mitigated immediately with plan to close out within 2 weeks	Monthly	90% compliance
		Monthly WHS reports submitted timely and accurately	Monthly	100% compliance

Part C – Specifications and Performance Review

KPI	Service Level	Service Level Measurement	Frequency	Service Level Minimum Performance Threshold
		Comply with all statutory reporting and report as part of the Contractors monthly report.	Monthly	98% compliance
<b>100% of environmental incidents or spills managed timely</b>	Management of spills	100% of spills are cleared immediately and reported to Contract Manager and relevant authority if required	Monthly	100% compliance
	Process & Systems in place	Comply with all statutory reporting and report as part of the Contractors monthly report.	Monthly	100% compliance
<b>QUALITY OF SERVICE</b>				
<b>95% of graffiti removed within nominated time and specifications</b>	Compliance with the frequencies of the Priority Zones	<u>Red and Blue Zones</u> - Graffiti, including bill posters, must be removed every 24 hours.	Monthly	95% compliance
<b>85% Routine Zones (Grey)</b>	Compliance with the frequencies of the Routine Zones	<u>Grey Zones</u> - Graffiti, including bill posters, removed once per week as per Provider's removal program.	Monthly	85% compliance
<b>100% of graffiti removal upon receiving notification from Contract Manager or City's customer service management system</b>	Graffiti notified to the Service Provider by the Contract Manager or by City's customer request management system	Graffiti notified to the Service Provider by the Contract Manager or by City's customer request management system must be removed within 24 hours.	Monthly	100% compliance
<b>95% Special Events</b>	Compliance with the frequencies of the Special Events	<u>Special Events</u> - Graffiti, including bill posters, removed six hours prior the event.	Monthly	95% compliance
		<u>Special Events</u> - Graffiti, including bill posters, removed within six hours after the event finish time.	Monthly	95% compliance
<b>100% Emergency Removal of Graffiti</b>	Compliance with the frequencies of Emergency Removal of Graffiti	<u>During work hours</u> - Graffiti, including bill posters, removed within two hours.	Monthly	100% compliance
		<u>Outside work hours</u> - Graffiti, including bill posters, removed within four hours.	Monthly	100% compliance
<b>100% property owner approvals</b>	Obtain property owner approval	Approval from property owner obtained for all private properties where applicable prior to graffiti removal	Monthly	100% compliance
<b>85% Photos obtained and uploaded</b>	Obtain and upload photographic evidence	Obtain and upload photos from prior and after graffiti removal obtained and uploaded in the system	Monthly	85% compliance
<b>98% Graffiti register update</b>	Update graffiti register	Graffiti register updated within 5 working days.	Monthly	98% compliance
<b>90% of posters removed from Poster Zones</b>	Compliance with the frequencies and quality of the Poster Zones	<u>Poster Zone 3 days a week (Pink)</u> - Bill posters, removed three times per week on Mondays, Wednesdays & Fridays.	Monthly	90% compliance
		<u>Poster Zone 3 days a week (Pink)</u> - Bill posters notified to the Service Provider by the Contract Manager or by City's customer request management system must be removed within 24 hours.	Monthly	90% compliance
		<u>Poster Zone 2 days a week (Pink)</u> - Bill posters, removed three times per week on Tuesdays and Thursdays.	Monthly	90% compliance
		<u>Poster Zone 2 days a week (Pink)</u> - Bill posters notified to the Service Provider by the Contract Manager or by City's customer	Monthly	90% compliance

Part C – Specifications and Performance Review

KPI	Service Level	Service Level Measurement	Frequency	Service Level Minimum Performance Threshold
		request management system must be removed within 24 hours.		
		Second Poster Run Afternoons (Green) - Bill posters, removed between 1:00pm to 7:00pm daily.	Monthly	90% compliance
<b>80% Clean SMARTPOLES</b>	SMARTPOLES Cleaning	Clean SMARTPOLES every 4 weeks.	Monthly	80% compliance
<b>90% of graffiti removal and cleaning is conducted within specified standard</b>		Assets cleaned and Graffiti removed without damaging the asset and in accordance with the requirements listed in Section 6 of this specifications	Monthly	90% compliance
<b>EFFECTIVE CONTRACT &amp; COMMERCIAL MANAGEMENT</b>				
<b>All reports and data requirements comply with requirements of the Specification</b>	Meeting and reporting	% of attendance at all scheduled & adhoc meetings	Monthly	90% compliance
		Provision of accurate, up to date and completed reports by the due date	Monthly	100% compliance
		Prepare ad-hoc reports as requested by the City within agreed timeframes	As requested,	100% compliance
		Contractor supplies and updates a schedule of management that includes operational and responsibility requirements	Yearly and updated as required	100% compliance
	Financial Management	100% accurate monthly invoices	Monthly	100% compliance

**5.7 PERFORMANCE OUTCOMES AND ADDITIONAL TERM**

The Agreement will commence on the Commencing Date and will continue for the Term.

The City has the right to extend the Agreement for an Additional Term subject to being satisfied of the performance of the Service Provider in accordance with this clause.

The Service Provider may request that the City continue this Agreement for the Additional Term on the same terms and conditions as set-out in the initial Term if the Provider achieves the performance outlined in below table:

**5.7.1 Extension Options Review Milestones**

Milestone	Achievement of KPI Result (Table 5.12.2)	Contract Collection Years Performance Reviewed	Extension terms
<b>Commencement of Year 2 of Graffiti Removal Services</b>	1 or 2	Average of quarterly performance for Contract Years 1 to 2 inclusive	Extension of Contract for Option 1 confirmed
<b>Commencement of Year 4 of Graffiti Removal Services</b>	1 or 2	Average of quarterly performance for Contract Years 4 inclusive	Extension of Contract for Option 2 confirmed

**5.7.2 Minimum Acceptable KPI Performance for Extension**

Result	Annual Key Result Area Performance Score	Extension terms
1	Greater than or equal to 91%	Acceptable performance level achieved for Agreement extension
2	Greater than or equal to 80% but less than 90%	Agreement extension considered based on an accepted Plan of Action from the City
3	Less than 80%	City may not consider Contract extension

The calculation for the Annual Key Result Area Performance Score is:

1. Annual Key Performance Indicators Score = (Q1 performance level score + Q2 performance level score + Q3 (performance level score + Q4 performance level score)/4;
2. the minimum acceptable performance for informing Agreement extensions is as shown in the below table.

It is at the absolute discretion of the City whether or not to continue this Agreement for the Additional Terms.

## 6 SAFETY MANAGEMENT

### 6.1 WORK HEALTH AND SAFETY

#### 6.1.1 General

The Service Provider must provide and maintain a working environment for its employees and members of the public that is safe, clean and without risk to health.

All Services must be provided in accordance with all relevant WH&S legislation, standards, codes and practices. Work practices and methods will be updated to conform with any change in WHS legislation, standard, or code of practice at no additional cost to the City.

#### 6.1.2 WHS Management Plan

The Service Provider must prepare a Work Health and Safety Management Plan specific to the Agreement that is integrated with the Service Provider's Work Health and Safety Management System. All Services must be carried out in compliance with this Plan.

The WHS Management Plan must be included with the Q&OP and needs to be reviewed and updated annually.

The Plan needs to include the following details:

- a) The Service Provider's WHS Policy and objectives.
- b) Description of key contract tasks.
- c) The Service Provider's organisational structure and WHS responsibilities accountability and authority.
- d) Risk management methodology and a comprehensive risk assessment.
- e) Arrangements for ensuring compliance with the plan and applicable legislation (e.g. Inspection, testing and monitoring).
- f) Arrangements for induction and safety training.
- g) Arrangements for consultation/communication.
- h) Emergency management.
- i) Site set up and management.
- j) Health surveillance monitoring
- k) Health and safety performance monitoring.
- l) Management of health and safety incidents.
- m) The Safe Work Method Statements, practices and procedures to be implemented by the Service Provider for each task or operation performed under the Agreement.
- n) The daily or job-based hazard assessment procedures and forms. and
- o) Project specific rules (e.g. working at heights)
- p) Procedures set up and implemented that ensure
  - a. the use, storage and reuse of all products are conducted as per manufacturer's instructions.
  - b. Necessary fire precautions are taken in the use of any flammable solvents, products and anti-graffiti products.

- c. Adequate arrangements are made to protect and isolate the completed works until there is no risk to the public. Painted or newly treated/cleaned assets are to be barricaded and adequate signs posted to keep the public away from wet paints or wet coatings etc. The Service Provider must provide alternate access and emergency access wherever required for both people and vehicles.

### **6.1.3 Safe Work Method Statements**

Safe Work Method Statements included in the WHS Management plan need to contain the following details:

- a) Approval by the Service's Provider's management to undertake the task/activity.
- b) Developed in consultation with workers and their representatives and documented.
- c) A clear description of the work to be undertaken.
- d) The task sequence to be broken into a sequential step by step process which is site and task specific and not generic.
- e) An assessment of the risks associated with each hazard ranked by likelihood and consequence.
- f) Control measures proposed are consistent with applicable sections of legislation, Codes of Practice, Australian Standards and are appropriately referenced.
- g) Plant and equipment to be used for the work listed.
- h) Inspection and maintenance requirements for the plant and equipment listed.
- i) Details of any permits and licences required for the work stated.
- j) Training courses and qualifications required to do the job safely.
- k) All personal protective equipment to be provided and used for the task.
- l) The persons to perform the task and responsible for supervising the task being performed.
- m) Responsibilities for control measures identified.

### **6.1.4 WHS Workplace Inspections and Audits**

The City will undertake regular site audits to ensure the Service Provider complies with their WHS responsibilities and accountabilities.

The Service Provider will:

- a) Undertake monthly WHS inspections of all the facilities used in accordance with this Agreement.
- b) Maintain records of the inspections undertaken at their facilities and sites under their control.
- c) Where required, promptly (and at its own cost) undertake corrective and preventative action directed by the Contract Manager to comply with the City's WHS requirements and the Service Provider's WHS Management Plan.

If the Service Provider disputes the necessity to undertake the directed works, the Service Provider will be expected to initially resolve the issue by using the consultation process stipulated in its WHS Management Plan. The Service Provider may refer the matter to the relevant authority for a ruling on the necessity of the subject matters.

If the event that corrective or preventative action is necessary, the Contract Manager may suspend all or any part of the Services until such time as the Service Provider has complied with their WHS

obligations. This suspension is effective regardless if the Service Provider disputes the necessity for the suspension. Any costs that arise from the suspension are to be borne by the Service Provider.

#### **6.1.5 WHS Reports, Records and Investigations**

The Service Provider is to ensure that their Subcontractor's Statement, Workers Compensation, Public Liability Insurance coverage is up to date. An updated electronic copy of these policies is to be emailed with the monthly invoice.

The Service Provider must detail the following WHS issues within the monthly contract report:

- a) Newly commenced workers and inductions completed.
- b) Type and amount of training and competency assessments completed.
- c) Last review date of WHS Management Plan.
- d) Last review date of Safe Work Method Statements (SWMS).
- e) Details of workplace inspections undertaken and corrective actions of any identified issues.
- f) Monthly toolbox talks with staff.
- g) Overview of inspection, testing and monitoring activities.
- h) Details of any work-related incidents, injuries, illnesses or near misses in the past month.
- i) Details of any incident or accident which is the subject of a worker's compensation claim, damage to private or public property, or which involves any member of the public.

#### **6.1.6 WHS Consultation**

The Service Provider will:

- a) Consult with workers on all matters which affect their work health and safety in accordance with Division 2 of the WHS Act 2011.
- b) Where required by the WHS Act 2011 and WHS Regulation 2011, establish Work Groups in consultation with workers and facilitate the election, appointment and training of Health and Safety Representatives for those Work Groups.
- c) Where required by the WHS Act 2011 and WHS Regulation 2011, establish a Health and Safety Committee for all workplaces included in this Agreement.
- d) Ensure that WHS performance and compliance with the WHS Management System is regularly reported to workers at all levels.

### **6.2 RISK MANAGEMENT**

The Service Provider must:

- Undertake all necessary risk assessments of work sites and all related work activities to ensure possible risks have been identified before commencing any works.
- Prepare a Risk Management Plan detailing the risk management systems and procedures for the Agreement including:
  - Agreement description.
  - The Service Provider's policy for risk management.
  - Objectives for the Agreement and commitment to risk management.
  - Contract induction and risk management training.
  - Risk management practises and procedures.
  - Workplace risk management inspections and reviews.
  - Incident recording and investigation.
  - Resources committed to risk management.
  - Processes for receiving, investigating, and responding to public liability claims.

- Risk management performance monitoring and reporting.

The Plan must be operational within eight weeks of the commencement date and reviewed annually to ensure it is in line with relevant legislation, standards, codes practices, industry best practice, and Agreement requirements. The Risk Management Plan must be included within the Q&OP.

### **6.3 EMERGENCY EVACUATION PLAN**

The Service Provider must:

- a) Develop an Emergency Evacuation Plan to identify procedures for dealing with emergencies in the workplace, outdoors and depots where services are provided under this Agreement in accordance with the Work Health and Safety Regulation 2011.
- b) Ensure the Emergency Evacuation Plan is clearly communicated to all workers and visitors to minimise personal injury and loss.
- c) Submit the Emergency Evacuation Plan to the Contract Manager no later than one month after the Agreement commencement date.
- d) Review the Emergency Evacuation Plan at least annually.
- e) Clearly communicate any changes to the Plan to all workers and display changes to persons using the depot.

### **6.4 SAFETY DATA SHEETS**

The Service Provider will submit all SDS sheets for all products used for graffiti removal works including any new products during the Agreement period which must meet WHS requirements and not be more than 5 years old.

A register of SDS and copies of the SDS for all cleaning products must be available in all service vehicles for the purpose of WHS audits.

## 7 GRAFFITI ASSETS REMOVAL REQUIREMENTS & METHODS

### 7.1 GENERAL

The following technical removal requirements are suggested as a minimum in order to meet the requirements of the Specification. The Service Provider is to choose the most applicable method for removal that accomplishes the best outcome in restoring the surface back to its original condition.

The Service Provider will look for new innovations in graffiti removal methods including new products, techniques, equipment and graffiti protection.

The Service Provider is to assess and review all minimum technical requirements and to propose, in the Q&OP, alternative technical removal methods that improve efficiencies and outputs based on innovative technologies. Proposals will be compared against the requirements in this section.

### 7.2 DAMAGE

The removal of graffiti and cleaning by the Service Provider must not damage City Assets, NAP or AP during the performance of the work.

The Service Provider must take all reasonable measures to protect property from damage (including, without limitation, Assets, footway kerbs, footpaths, light poles, roadways, street fixtures and fittings, gutters etc.) from accidental damage occasioned by the Service Provider's vehicles and/or equipment, or from the use of cleaning products, solvents etc.

Compliance with access restrictions including parking and other regulatory signs is the responsibility of the Service Provider. The Service Provider is not permitted to park any of its vehicles or heavy equipment on the footpaths.

### 7.3 REMOVAL METHODS

#### 7.3.1 High-Pressure Cleaning Equipment

High-pressure cold or hot water cleaning equipment must be self-contained within a purpose-built vehicle or plant item that can move easily from place to place throughout the Service Area. Pressure cleaning units should be of a design that limits or reduces noise to an acceptable/allowable level when used in residential areas.

Special care must be taken when scrubbing, wire brushing or applying high pressure cold or hot water jets to surfaces that are likely to erode, or to surfaces with treatments likely to peel off due to high pressure. Rectification of any damage in such cases will be at the expense of the Service Provider.

#### 7.3.2 Anti-Graffiti Coatings

The City's approval will be required prior to application of any anti-graffiti coating. Anti-graffiti coating materials are required to be safe and not adversely impact the environment or the assets. They are to be applied, in strict accordance with their manufacturer's instructions.

All anti-graffiti coatings must be chemically inert, colourless, quick drying and not increase the flammability of the treated surface. The coating must not discolour or promote bacterial or fungal growth and must be UV resistant.

Any surfaces to which anti-graffiti coatings are applied must be structurally sound, dry, clean and free of dust, dirt, grime, oils, scale, rust, alkali, acid residue.

#### 7.3.3 Painting

Any surface that is to be painted must be prepared, by cleaning removing flaking paint, sanding smooth as required, promptly followed by the application of a paint of the exact colour and nature as the surrounding surface. In some situations, an undercoat or primer may need to be applied first to stop bleed through of graffiti before the topcoat can be applied.

When painting over graffiti, a small test area may be required to ensure that the new paint colour blends in with the surrounding paint work. Painting should be neat and squared off in some instances it may require a larger area to be painted to achieve the desired result.

In circumstances where painting out the graffiti will result in a noticeable colour variation, on the Asset, AP or NAP, permission of the Contract Manager or owner will be required prior to repainting.

It is preferable that a colour matching system is used onsite to ensure a correct colour match sample is taken. Care should be taken with new buildings and the Service Provider needs to contact the owner or building manager who will be able to provide the paint manufacture, paint type and colour.

#### **7.3.4 Cleaning Products**

Cleaning products used to remove graffiti on painted surfaces must not discolour, peel, bubble or remove the existing paint or surface coating. Using cleaning products for dry removal should not leave any graffiti or product residue, smudging or dulling of the painted surface. The cleaning product must be rinsed of with water after graffiti removal.

All solvents, additives or cleaning products, used for removing graffiti should, wherever possible, be biodegradable and able to be rinsed from the surfaces completely with water. All water “run off” is to be collected and not allowed to run into the surrounding area. Wherever possible all products should be non-toxic and should not have an adverse effect on the environment. All products must not pose an inhalation hazard.

Precautions must be taken when using cleaning products with strong odours or cleaning products that can cause potential harm by ensuring the public cannot come into contact with these products. The area must be barricaded off until the area is deemed safe. The Service Provider will be fully responsible for neutralisation of any volatile cleaning products, solvents or additives used for removing graffiti, and for their complete removal, together with all material loosened and washed from the site in accordance with legislation, regulations and guidelines, and the City’s policies.

If the existing surface cannot be cleaned free of graffiti without using a suitable product that will not affect the painted surface, then repainting the surface to cover the graffiti using an exact matching colour must be considered as an alternative method to removing the graffiti.

### **7.4 SPECIAL SURFACE REQUIREMENTS**

#### **7.4.1 Impermeable Surfaces**

Testing of an inconspicuous area before cleaning a large area is required when using products on finished surfaces including metal, wood, plastic and glass or where the standard of removal will cause damage to the finished surface or substrate. This is required to protect the surface against any fading or discolouration or other damage possibly resulting from use of the product. In some incidences it will require the treatment of a larger area than the localised area actually affected. The surrounding surfaces are to be cleaned to produce a uniform and clean appearance.

Cleaning products are to be applied to surfaces as advised in the manufacturer’s technical specifications. Some products work better if applied with a cloth while others must be sprayed on the surface and allowed to sit until the graffiti has absorbed the product and removed by washing with water.

#### **7.4.2 Permeable Surfaces**

Special care must be taken when removing graffiti from rough surfaces including sandstone, exposed aggregate, brickwork, marble or granite.

Several mild treatments may be necessary to completely remove graffiti from sandstone surfaces, heritage structures and monuments.

The Service Provider must exercise due care to minimise the abrasion of such surfaces through rubbing or application of high-pressure water units. High-pressure water jets with sand must not be used for removing graffiti from sandstone work, heritage structures or monuments.

The City is currently developing cleaning guidelines for permeable surfaces including sandstone which must be followed by all contractors performing graffiti removal and cleaning works in the City. The Service Provider must have the scope to work in accordance with these guidelines when they become available.

#### **7.4.3 Heritage Buildings or Structures**

Special care must be taken in removing graffiti from heritage buildings or structures. To determine the heritage status of a building, the Service Provider must contact a City heritage officer through the City's Customer Service line.

Only specialist staff are permitted to carry out any works on Heritage building under the supervision of nominated Service Providers supervisory staff. In addition, several photos must be taken at the before and after stage to ensure evidence is collected should anything arise.

The Service Provider must obtain the City's approval prior to the removal of graffiti on heritage buildings and structures and must use the removal method proposed by the City's heritage officers or other conversation staff.

The Services must be performed in such a manner as to avoid nuisance and/or damage to the natural and built environment. These buildings and structures may require more specialist methods of removals this will need to be determined on a case by case basis, no works shall be carryout until an assessment has been completed and consultation with the owner.

The Service Provider should seek advice from property owner in relation to heritage status before undertaking any removal works and consult with any relevant heritage specialist.

Removing graffiti from Sydney Town Hall can only be done by water wash and scrubbing. No chemicals or high-pressure jetting is permitted unless prior permission has been granted from the City's Heritage Officer.

#### **7.4.4 Public Art**

Special care must be taken in removing graffiti from public art – sculptures, monuments, memorials and fountains. See section 8.8 below and Attachment 4 Public Art for more details

#### **7.4.5 Street Art and Murals**

Special care must be taken in removing graffiti from street art and murals. See section 8.7 below and Attachment 4 Street Art for more details

### **7.5 ASSET BASED CLEANING REQUIREMENTS**

#### **7.5.1 Cleaning of Smartpoles™**

These are specific requirements for cleaning, removal of graffiti and posters /stickers from Smartpoles™ as listed below removal of all graffiti must be dry removal only. Under no circumstances should wet removal methods be used e.g. use of high-pressure equipment.

- Removal of all posters/stickers also includes all tape, glue and adhesives remnants as per the scheduled graffiti removal zones.
- A regular full cleaning of Smartpoles™ includes any remnants of adhesives, glues and tape residue which must be scheduled on a monthly basis on all Smartpoles™ throughout the LGA.
- The use of metal scrapers or sharp cutting instruments must not damage the aluminium cladding.

## Part C – Specifications and Performance Review

- Height of cleaning of smart pole is to the bottom footing to the top of the cladding at the transition ring or collar.
- Power coated Smartpoles™ must be cleaned in a way that does not affect the surface of the power coating e.g. streaking or discolouration etc. All residue and foreign matter must be removed through the Smartpole cleaning program.
- The best method of cleaning is by regular washing of the coating using a solution of warm water and non-abrasive, pH neutral detergent solution. Surfaces should be thoroughly rinsed after cleaning to remove all residues. All surfaces should be cleaned using a soft cloth, sponge or a soft natural bristle brush. **(Powder Coating Only)**
- Recommend nothing stronger than white spirits to assist with stubborn stains. When using white spirits, cleaning should be carried out in shade and during cooler temperatures using a soft cloth and gentle wiping only **(Anodised Aluminium Only)**

Specification requirements relating to Smartpoles™ have an Ingress Protection rating of IP23 which must be allowed for when cleaning Smartpoles™ so as to avoid fluids entering the interior electrical equipment compartments. The area of primary concern is the “lower section” of the Smartpoles™ which houses the electrical systems behind the base cladding. Under no circumstances should water pressure cleaning equipment be used possible electrocution. Refer to **(Attachment 7 Smart Poles™)**

The general cleaning and base cleaning program is to remove all foreign matter and any remnants as defined in the Technical Definitions in clause 1.3 Definitions. A program schedule of 4 weeks is the minimum required as detailed in Clause 3.5.4 of these specifications.

Rectification of any damage caused to the Smartpoles™ by the Service Provider must be at the expense of the Service Provider. Service Provider must report any damage to the Smartpoles™ as they come across it to the City’s Contract Manager.

### 7.5.2 Cleaning of Poster pillars

The City has installed Community Poster Pillars on popular City streets to provide legal sites for the community and businesses to place up posters. The posters are to be removed weekly every Tuesday all pillars will be cleaned free of posters and tape residue removed. The poster pillar must be cleaned free of glue/paste at base to pillar within area of 1 metre square. Refer to **(Attachment 13 Map locations of Poster Pillars)**.

### 7.5.3 Abandoned Properties

All graffiti will be removed from abandoned properties as in **(Attachment 1 Graffiti Service Areas City of Sydney LGA Boundary Map)**. The Service Provider is to identify abandoned properties within the LGA through regular inspections throughout the Agreement term. Once these properties have been identified the Service Provider will forward the locations and photos to the City’s Contract Manager for follow up with the property owners.

The City will endeavour to contact the owners to ensure the property is fixed and maintained on a regular basis. These properties will require ongoing graffiti management with the option to be serviced on a less frequent basis as directed by the City. As a minimum they will be serviced on a monthly basis. This does not include building sites with building hoardings.

### 7.5.4 Street Bollards

The City has various types of bollards fixed in many locations in plazas, malls, parks, streets and pedestrian walkways etc. These bollards can be constructed of different materials ranging for stainless steel, cast iron to granite and stone therefore different removal methods will be required for each type. The Service Provider must be aware that all remnants of residue or foreign matter must

be fully removed including bill posters or graffiti within the frequencies as schedule in section 3 of this specification.

The Service Provider is required to supply a detailed list of damaged or affected bollards and their locations to the Contract Manager on a weekly basis.

#### **7.5.5 Street Poles**

The Service Provider will exercise all care and due diligence when removing posters/stickers and tape residue to avoid damaging the paint work from (green painted) street poles and signage. The Service Provider is required to supply a detailed list of damaged or affected poles and their locations to the Contract Manager on a weekly basis.

#### **7.5.6 Timber Power Poles**

These assets are owner by different utility companies and remain their property. The use of high-pressure equipment may cause damage to the timber if not regulated. In some cases, the better option maybe be to paint over the graffiti however the paint must match and not be noticeable or a wire brush maybe used. When removing bill posters, the Service Provider must ensure all tape, staples, nails & tek screws are removed at the same time. The Service Provider must report any damage or hazard they may dangerous to public safety in regard to the condition of the power poles.

#### **7.5.7 Traffic Signal Boxes**

Removal of graffiti should not damage or degrade the power coat finish on the traffic signal boxes. Under no circumstances should water pressure cleaning equipment be used due to the high voltage electronic equipment contained inside. Light sensors are placed around the top of the units and cannot be covered over when repainting or cleaning.

#### **7.5.8 Traffic and Parking Signs**

Graffiti methods removal must not cause damage to signage. Special care must be taken when applying solvents to parking or traffic signs as they can dissolve or discolour the signs and lettering. The Service Provider must clean the signs to the best of their ability, but in the event of the treatment being unsatisfactory (i.e. an illegible sign), they must report such incidences to the City where a replacement sign is required. Also, the Service Provider must report specific areas where continue vandalism is a problem in relation to traffic and parking signs to the Contract Manager. Some areas may require Works Zones signs to be placed up because of vehicles parked 24hours – 7days a week these signs will allow access to walls and signs etc.

#### **7.5.9 Road Barriers**

Throughout the LGA several locations have permanent road barriers in place these are to be maintained graffiti free under the Agreement. The type of removal will depend on whether the surfaces of the road barriers are painted or are natural cement. For example, a painted barrier will require repainting and natural cement barriers will require pressure cleaning. The Service Provider needs a traffic management plan when a temporary road closure is required to conduct the graffiti removal.

#### **7.5.10 Parking Ticket Machines**

The removal of graffiti from parking ticket machines only applies to the Newtown and Camperdown areas as indicated (**Attachment 12 signal Box Location Map**). Posters and graffiti must be removed in accordance with the frequency of the (**Attachment 1 Graffiti Removal Priority Zone Map**). Once graffiti is removed, the parking ticket machines must be cleaned free of dirt, grime, and tape residue.

Pressure cleaning units cannot be used for graffiti removal or cleaning due to sensitive electronics inside the stainless-steel housing of the parking ticket machines.

The Service Provider will report any visible damage on the parking ticket machines to the Contract Manager.

#### 7.5.11 Street Trees

Graffiti on street trees must be removed or painted out in a manner that minimises damage to the trees. The City's preference is that any areas that have graffiti must be painted over with water-based paint, rather than trying to remove with cleaning products or abrasive sprays. To ensure that street trees are not compromised or damaged in any rectification process, the City's 'Tree Management Team' must be consulted on a case by case basis.

#### 7.5.12 Parks City of Sydney

Parks Areas include Civic Spaces, Footpath Widening, Grass Verges, Iconic Parks, Neighbourhood Parks, Pocket Parks, Rest Areas, Road / Footpath Gardens, Sports Fields, Street Closures & Streetscapes in the Southern and Eastern zones refer to **(Attachment 1 Graffiti Service Areas Parks Map)**. Assets for graffiti removal include public seating, litter bins, bollards, vehicle and pedestrian signage, walkways, bridges, fountains, gym equipment etc. Note buildings and other outdoor structures will only be external graffiti removal only.

The Service Provider will be notified via the customer service request system CSMs which will need to be actioned within 24 hours.

#### 7.5.13 Parks Signage

Throughout the LGA the City has install public directional and informational signage within the major or smaller parks at the entrances and site-specific locations. There are two types of mountings free standing and mounted signage. The signs need to be maintained graffiti free and ensure removal will not cause damage to the graphics or writing on the signs. The Service Provider will be notified via the customer service request system CSMs which will need to be actioned within 24 hours. Once graffiti is removed, the signs must be cleaned free of dirt, grime, and tape residue. Refer to **(Attachment 12 Parks Signage)** for typical types of signage installed.

#### 7.5.14 Wayfinding Signage

Wayfinding signage is displayed throughout the central CBD and other High Pedestrian areas of the LGA these signs consists of map pylon's, tactile, finger, flag & direction signage these designed to provide information and guidance to visitors, general public as well as visually impaired persons.

There are two types of mountings free standing and Mounted signage. The inspection and removal frequencies for these assets are based on the Service frequencies in Clause 3.3.1 Priority Zones (Seven Days) and Clause 3.3.2 Routine Zones (Weekly).

**Note the Wayfinding "Flag and Finger" signage is above or around the three metres and will be part of the contract requirements this is the only exception to the three-metre rule for assets within this agreement. For a list of these asset refer to (Attachment 12 Wayfinding Signage)**

### 7.6 SYDNEY LIGHT RAIL COORIDOR

The Sydney Light Rail Corridor commences at Circular Quay and runs out to Randwick approximately a 12.7- kilometre route and a second branch runs out to Kingsford. The trams are operated by Transdev and Transport NSW owns the light rail structure. The streets within the City of Sydney LGA are listed as follows Alfred Street, George Street, Eddy Avenue, Rawson Place, Elizabeth Street, Chalmers Street, Devonshire Street & ANZAC Parade. The Service Provider is required to only maintain the outside of the light rail corridor e.g. Smart poles, street furniture, signage, pavement and roadway etc. Transdev maintain the tracks, tram stations, signs, wires and poles etc.

There are special WHS requirements for working safety around the light rail corridor the Service Provider and the contract staff must have undertaken an approved light rail induction course with either the City of Sydney or Transdev Sydney also in staff are require to work inside the corridor the

## Part C – Specifications and Performance Review

must apply for a work permit from Transdev Sydney. The limits are set a no more than 1.25 metres within the outside of the rail line and no overhead work above 3 meters throughout the internal corridor this includes also vehicles cannot operate in this area.

The Service Provider will ensure all staff working in the light rail corridor have been inducted and any permits are current before any work commences, they must maintain all records and permits to the satisfaction of the City's Contract Manager throughout the agreement period. Failure to do so may result in the City of Sydney obtaining another Service Provider to carry out the works with the appropriate accreditation and removing this component from the Contract Sum.

This area is classed as a Priority Zone (7 Day Area) throughout the entire length of the light rail line within the City LGA. The Service Provider will be required to report any damage, hazards or anything dangerous that may cause potential injury to the public / commuters to the City or in an emergency to Police or Fire brigade etc.

The Light Rail Corridor has many types smart poles along the route these range from anodised aluminum cladding to powder coated poles they shall be maintain as per the Smartpole cleansing schedule as defined in Clause 3.3.1, 3.3.5 and 8.5.1

### (Refer to Attachment 7 Smart Poles Types & Light Rail Corridor Maps)

SMART POLES OUTSIDE THE LIGHT RAIL CORRIDOR		
Smartpole Series	Smartpole Types	Count of Smartpole Types
SERIES 1	S1B	8
	TBC (existing S1 poles, pole type unknown)	85
	TYPE D	60
SERIES 1 Total		153
SERIES 3	S3A-1	85
	S3A-2	20
	S3A-3	22
	S3A-4	8
	S3B	103
	S3C-1	77
	S3C-2	18
	S3C-3	11
	S3C-4	15
SERIES 3 Total		359
<b>Grand Total</b>		<b>512</b>

Permits from Transdev <https://www.transdevsydney.com.au/workaccesspermits/> for working in the light rail corridor.

## **7.7 STREET ART**

### **7.7.1 Terminology**

For ease of understanding, public and street art in this Agreement refers to all public art- monuments, sculptures, memorials, fountains, artefacts and mosaics; and legal/approved street art- murals and aerosol art. Any graffiti should not be removed under this Agreement without consent from the Contract Manager.

The Service Provider must clearly communicate this to all contract service staff.

### **7.7.2 Identifying Street Art and Murals**

Within the City of Sydney LGA, Street Art is exempt development outside of heritage conservation areas. This means that property owners are free to commission Street Art without development consent.

When the Service Provider identifies a new work which may be classified as Street Art it must be reported to the City for assessment. If the Service Provider is unsure whether a work is Street Art or not, they must notify the Contract Manager for confirmation.

The City will determine whether it is compliant with Planning requirements or not and will inform the Service Provider if it is to be removed or maintained.

New Street Art needs to be identified by the Service Provider and recorded by obtaining the following details:

- The location or nearest address.
- Whether it is deemed offensive or non-offensive.
- Include several photos depicting the street art in-situ.
- Any other relevant information for the City's Contract Manager.

The City is having developed a Street Art Register of significant sites throughout the LGA See Attachment 4 Street Art Register. Street Art listed on the register must not be removed.

The City will communicate any changes to the Register to the Service Provider, who must ensure all new sites, maintenance procedures and changes are incorporated into the Service.

In addition to the Register, the City is currently establishing a process to assist in identifying Street Art from illegal graffiti to ensure that Street Art is not accidentally removed. This process will be communicated to the Service Provider who must implement the process into their operations in consultation with the City.

### **7.7.3 Removal of Graffiti from Street Art**

The Service Provider is to notify the City's Contract Manager during the course of regular graffiti inspections if there is any graffiti damage to Street Art. Upon approval by the City the Service Provider will remove graffiti from the Street Art in a manner that will cause minimal impact to the appearance of the work. If the graffiti removal is from a mural and has an adverse effect on its appearance, the Service Provider will restore the assets as close as possible to its original state in consultation with the Contract Manager.

Removal of graffiti from Street Art may first require a small test patch in an inconspicuous area. Based on the result of the test, the graffiti is either removed or referred to the Contract Manager via email for the City to repair. If in certain circumstances the street art cannot be repaired appropriately, the City will approve paint-over removal at the schedule rates.

The Service Provider must be experienced in maintaining and identifying Street Art and must be available to participate in specific training by the City, if necessary, on how to identify and maintain street art according to the City's policies and procedures.

## 7.8 PUBLIC ART

### 7.8.1 Terminology

Public Art in this Agreement refers to monuments, sculptures, memorials, fountains, artefacts and mosaics in the public domain.

A List of Public Art owned by the City can be found in Attachment 4 Public Art.

Any graffiti should not be removed from Public Art under this Agreement without consent from the Contract Manager.

The Service Provider must clearly communicate this to all contract service staff.

### 7.8.2 Removal of Graffiti from Public Art

The Service Provider is to notify the City's Contract Manager during the course of regular graffiti inspections if there is any graffiti damage to Public Art. Upon approval by the City the Service Provider will remove graffiti from the Public Art in a manner that will cause minimal impact to the appearance of the work. If the graffiti removal has an adverse effect on its appearance, the Service Provider will restore the assets as close as possible to its original state in consultation with the Contract Manager.

Removal of graffiti from Public Art may first require a small test patch in an inconspicuous area. Based on the result of the test, the graffiti is either removed or referred to the Contract Manager via email for the City to repair.

The Service Provider must be experienced in maintaining and identifying Public Art and must be available to participate in specific training by the City, if necessary, on how to identify and maintain street art according to the City's policies and procedures.

## 7.9 REMOVAL OF ELECTION POSTERS

The Service Provider must remove any election posters not complying with any of the conditions listed below (which are in accordance with the City's Graffiti Management Policy):

Election posters must:

- Only be displayed 14 days before and 7 days after an election.
- Be fixed in a manner that is not likely to endanger the general public.
- Not obstruct road signs, traffic signals, CCTV cameras or cause damage property.
- Not be displayed in the vicinity of the Cenotaph in Martin Place or the war memorial in Hyde Park.

The Service Provider must:

- Record the following details of removed election posters in a register:
  - Date removed.
  - Street / Suburb.
  - Asset type.
  - Before and after photos.
  - Number of incidents and poster size.
  - List of posters above three meters (invoice at the schedule of rates).
- Retain and store all election posters after removal, then contact the City's Contract Manager and arrange pick up.
- Record locations of posters before, during and after the election period and report anything that does not comply with the City's policy.
- Refer any media or public enquires about election posters to the Contract Manager.

## **7.10 DISPOSAL AND DISCHARGE OF WASTE PRODUCTS**

The service provider must dispose of any waste generated from the graffiti removal service in a manner appropriate including general waste, hazardous waste & recovered liquid waste in a safe and environmentally responsible manner which is compliance with all necessary environmental legislation, regulations and guidelines.

Any cleaning products and water used for cleaning must be contained and collected from the site using a vacuum device or other methods safe to the environment. Any wash water containing cleaning products must not flow into the stormwater drainage system or the sewer system unless adequately treated in accordance and in compliance with Sydney Water requirements and guidelines. Compliance with the Protection of the Environment Operations Act 1997 (POEO Act), and all other relevant environmental legislation, is essential at all times.

All waste, debris and other unwanted surplus materials generated or collected by the Service Provider as a requirement of the Agreement or as a result of the Service Provider carrying out the contracted service, must be collected and taken to an approved waste management facility for disposal and pay all costs associated with the waste disposal.

Poster material must be collected and recycled at an NSW EPA licensed recycling facility. The recycled tonnages must be available to the Contract Manager on request.

## 8 OTHER REQUIREMENTS

### 8.1 GENERAL

The Service Provider must cooperate with any of the City's Officers, other Agencies or other Service Providers who may be providing services that relate to graffiti removal or are responsible for providing services in surrounding areas that border the Service Area of this Agreement. From time to time the Service Provider may need to directly liaise with these companies.

### 8.2 COORDINATION AND COOPERATION

The contractors and agencies that the Service Provider will be required to liaise with include but are not be limited to the list below.

- a) City Operations - the City of Sydney division that provides services to the City including Domestic Waste Collection and Street Cleaning, Civil Infrastructure & Traffic Operations, Security & Emergency Management, Parks and Open Spaces, City Rangers Unit and Venue Management.
- b) Skyline Landscape Services - the City's contractor for Parks and Open Space Maintenance Services in the contracted areas in LGA north and West and for the City's floral art displays.
- c) Ventia - provides Property Maintenance Services to the City's building assets.
- d) Roads and Martine Services (RMS) - responsible for street level traffic signal assets and bridge/overpass infrastructure & roads.
- e) Ausgrid - responsible for power and lighting supplies in the City's including power poles and electric substations.
- f) JC Decaux - provides street furniture installation, including advertising & other structures, and maintenance to the City of the above assets.
- g) QMS Media - will take over the role of the street furniture assets and provide the services from mid-2021 including advertising & other structures, and maintenance to the City of the above assets.
- h) Property NSW - (Sydney Harbour Foreshore Authority) is responsible for surrounding areas that border the Service Area of this Agreement, including Darling Harbour, Circular Quay, The Rocks & other foreshore areas etc.
- i) Royal Botanic Gardens and Domain Trust - is responsible for maintaining the Royal Botanic Gardens and the Domain.
- j) Wentworth Park Trust - is responsible for maintaining the Wentworth Park Sporting Complex.
- k) Transport for NSW - responsible for maintaining the Wentworth Park viaducts and the City's light rail track from Central Railway to Lilyfield.
- l) Sydney Trains and Transport NSW - responsible for railway infrastructure (Central Railway Station) including the viaducts in Campbell St, Hay St and Eddy Avenue and maintaining State Rail trains and railway station fittings such as timetable displays and ticketing outlets.
- m) Active Trees & Treescape Australasia - responsible for street trees maintenance services in the City North and City South areas.

- n) ) & Transdev NSW - company responsible for maintaining the light rail network (including new George Street light rail link) and structures the central part of the internal corridor which are not part of this Agreement.
- o) Sydney light Rail Company (SLRC – Owners of the Sydney Light Rail
- p) The Department of Attorney General's & Justice - Agency responsible for implementing programs to reduce crime including Crime Prevention through Environmental Design and Juvenile Justice Services.
- q) Sydney Water - responsible for water service infrastructure including viaducts, drainage canals and storm water drains etc.

### **8.3 SIGNAGE**

When providing the Services to the City the Service Provider will:

- (a) Affix, paint or sign write labels that clearly display any signage and/or wording required by the City on all plant and equipment used for Service delivery.
- (b) Ensure that the Service Provider's name and phone number is displayed and is legible on all plant and equipment used for Service Delivery.
- (c) Ensure that personnel wear uniforms displaying the Service Provider's and the City's logo and any wording required by the City whilst engaged in the performance of the Services.
- (d) Ensure that the City's signage and livery takes precedence over that of the Service Provider.
- (e) Seek approval from the Contract Manager for any additional advertising displayed by staff, or plant and equipment, whilst delivering Services to the City.
- (f) Not hold itself out as representing the City on any occasion on which it is not engaged in providing the Services.

### **8.4 IMPEDIMENTS TO THE SERVICE**

Where the Service Provider encounters any impediment or obstruction which impacts on the ability to provide the Services to the required standard, the Service Provider must provide the details to the Contract Manager within four hours to facilitate consideration of any required remedial action.

The City will not be obliged to remove any impediment or obstruction. If any action is taken, it will be at the City's discretion as to what action, if any, it takes in relation to such impediment or obstruction.

### **8.5 INTERFERENCE WITH RELATED SERVICES**

Where the Service Provider believes that the delivery of any service will be adversely affected by the conduct of any other Service Provider engaged by the City, the Service Provider must provide details to the Contract Manager within four hours to facilitate consideration of any required remedial action.

The City will not be obliged to take remedial action. Should any remedial action be taken then such action will be at the City's discretion.

## **8.6 TRAFFIC & PEDESTRIAN MANAGEMENT**

### **8.6.1 Minor or No Impact on Traffic & Pedestrian Flow**

The Service Provider must ensure that all staff engaged in the service provision are trained in site management to restrict vehicular or pedestrian site access. Approved warning signs and barricades must be used to prevent access and hazards to members of the public.

If parking on the footpath or side of the roadway, traffic control equipment must be placed around the vehicle and hazards lights left on. The work site should not deflect pedestrians onto the roadway and enough space must be provided for clear pedestrian access. Alternatively, the vehicle can be parked legally and safely on the roadway. The area must be tidied up after graffiti removal is completed.

### **8.6.2 Major Impact on Traffic & Pedestrian Flow**

The Service Provider will be responsible for all traffic control requirements of particular sites that required traffic management for vehicle and pedestrian movement including the following:

- Traffic Management Plan (TMP);
- Always ensure total management and control of the site;
- Sub-Contractor & Contract staff;
- Traffic Control Staff;
- Weekday or Weekend Access;
- No Impact on Public Safety;
- Traffic Control Equipment;
- Permits and Fees;
- Contacting relevant authorities RMS, Police & Council etc;
- Notification to Residents or Businesses if required;
- Environmental Aspects - Wastewater & Chemicals;
- Access & Cleaning Equipment - EWP or Pressure Cleaner.

The Service Provider will liaise with the City's Contract Manager on any section of a road, footpath or work area that requires traffic management where it impacts on normal traffic flow. Once the site has been determined the Service Provider shall submit a Traffic Management Plan by an authorised or licenced person including quotation for the traffic control staff, any fees or associated costs, all documentation must accompany the full quotation for the services to be performed. Pricing shall be based on Tender prices and hire, or equipment and staff will be current market rates only.

As above the Service Provider will need to supply both sample plans which are required to be submitted with the RTF documents for Minor and Major traffic & pedestrian Impacts.

## **8.7 NOISE MANAGEMENT**

The Service Provider must comply with the Protection of the Environment Operations Act 1997 and take all reasonable and practicable steps to prevent offensive noise.

Restrictions apply to the operation of equipment and the production of noise within the City. All operations are subject to approval by the City.

The Service Provider must operate powered tools and machinery in public areas only between the hours of 7.00am to 5.30pm Monday to Friday, or between 8.00am and 3.30pm on Saturday. The use of powered tools or machinery outside of these times must be subject to approval by the Contract Manager.

## **8.8 ACCOMMODATION, PLANT AND EQUIPMENT**

The Service Provider is responsible for the provision of all plant, equipment and resources (including consumables) required for the provision of Services under this Agreement.

The Service Provider is required to nominate the number and type of equipment to be used under this Service Agreement in the tender documents.

The Service Provider must provide accommodation for all operations, staff, administration, plant, equipment, material storage and housing and any other facilities required for the provision of Services under this Agreement.

It is expected that the Service Provider would make the appropriate investment in capital equipment commensurate with the scope of the Agreement and the Agreement Term. Where vehicles, plant and equipment are involved with the conduct of the Services, the Service Provider must maintain a preventative maintenance plan for such equipment. This plan will be made available to the Contract Manager on request.

All vehicles and associated equipment must always be kept in a roadworthy and good operating condition. They must be clean, free from panel damage, and have company identification on both sides, identification must be of sufficient size and approved by the Contract Manager. The Service Provider must supply a current roadworthy certificate if there are any doubts as to the roadworthiness of a vehicle.

### **8.9 OPERATIONAL FLEXIBILITY**

The Service Provider will recognise that the dynamics of the Service Area must be such that individual addresses, areas or precincts require operational flexibility for the benefit of residents, businesses and visitors.

The City will require the redirection of resources due to increase in graffiti trends in certain locations. The Contract Manager and the Service Provider will discuss graffiti trends at the monthly meeting and determine where resources can be used affectively.

From time to time specific locations within the Service Area will be subject to restriction at specific times of the day in consideration of residential amenity (including noise, access, and environment). Any such restrictions or alterations are to be undertaken at the direction of the Contract Manager.

### **8.10 ENVIRONMENT CARBON REPORTING**

The City of Sydney is certified Carbon Neutral under the National Carbon Offset Standard. Greenhouse gas emissions from the combustion of fuel used by our major contractors in delivering services for the City of Sydney are included within our emissions inventory.

The Service Provider is therefore required to report by July each year:

- a) Total fuel usage figures to the Contract Manager. Totals are to be listed by fuel type in Litres (L) and are only to reflect fuel usage amounts for services delivered specifically under this Agreement and will not include usage related to other activities of the company. and,
- b) Electricity and/or Gas usage within works depots or other facilities used to deliver the services. In the case of shared facilities, costs will be proportioned, and figures reported accordingly.
- c) Part A above is a mandatory requirement and Part B is optional only or when requested by the Contract Manager.

Suitably robust systems must be in place for collecting and reporting the data. The City will, at its discretion, request evidence regarding what systems are in place.

## 9 LIST OF ATTACHMENTS

### 1. **City of Sydney Graffiti Service Areas**

Maps: High Priority Zones - Parks Areas - City Zones - Graffiti Precincts - City of Sydney Boundary – Light Rail Corridor

### 2. **Historical Graffiti Data**

Charts - Tables - No of Incidents - Square Metres (M2) removed - Yearly Comparison - CSMs Statistics

### 3. **Excluded Assets Street Furniture Assets**

J C Decaux & QMS - Street Litter Bins - Kiosks - Bus Shelters - Telephone Boxes - Bench Seats - Advertising Bollards

### 4. **Excluded - Public Art - Included Street Art**

Monuments - Sculptures - Memorials - Fountains - Artefacts - Murals - Mosaics & Street Art Register

### 5. **RMS Assets**

Traffic Signal Boxes - City of Sydney LGA Area

### 6. **Included Parks Assets City South and East**

Civil Spaces - Footpath Widening - Grass Verges - Iconic Parks - Neighbourhood Parks - Pocket Parks Rest Areas - Road/ Footpath Gardens - Sports Fields - Street Closures - Streetscapes

### 7. **Smart Poles LGA**

List of Locations - Sample Drawings – Types of Smart Poles – Total Numbers

### 8. **Graffiti Register**

Register Template - Data recording of all graffiti removals by asset type

### 9. **Property Consent Forms**

Letters - Request for removal NAP, Completion of removal private property

### 10. **Monthly Contract Report**

Monthly Contract Report Template

### 11. **Ticket Parking Machines**

Specifications and Map

### 12. **Wayfinding and Parks Signage**

Type of Signs - Sample Drawings – Total Numbers

### 13. **City of Sydney Community Poster Pillars**

Locations and Documentation - Design drawings and Specifications

### 14. **City of Sydney Wayfinding and Parks Signage**

Location Maps and Specifications

