

## EXPRESSIONS OF INTEREST

# Marrickville Heritage Review 2014

### 2014 HERITAGE PROJECTS



1. Southern Area Heritage Review
2. Contributory Building Assessment and Mapping for Select Commercial Centres
3. Review of Potential Heritage Items



## CONTENTS

<b>1.0</b>	<b>INTRODUCTION.....</b>	<b>3</b>
<b>2.0</b>	<b>BACKGROUND TO THIS PROJECT .....</b>	<b>3</b>
<b>3.0</b>	<b>STUDY DETAILS.....</b>	<b>4</b>
3.1	A Heritage Review of Southern sections of the Marrickville LGA (comprising areas south of the Illawarra/Bankstown railway line) for potential Heritage Items and Heritage Conservation Areas .....	4
3.2	Contributory Building Assessment and Mapping of 6 select Commercial Areas in the Marrickville LGA.....	5
3.3	A Heritage Assessment of 3 potential Heritage Items for possible listing as Heritage Items or Heritage Conservation Areas within the MLEP 2011 .....	7
<b>4.0</b>	<b>COUNCIL INPUTS.....</b>	<b>9</b>
<b>5.0</b>	<b>OUTPUTS.....</b>	<b>9</b>
5.1	Heritage Review of Southern Sections of the Marrickville LGA .....	9
5.2	Contributory Building Assessment of 6 select Commercial Areas in the Marrickville LGA .....	11
5.3	Heritage Assessment of 3 potential Heritage Items .....	11
<b>6.0</b>	<b>TIMING .....</b>	<b>12</b>
<b>7.0</b>	<b>EOI SUBMISSION REQUIREMENTS .....</b>	<b>12</b>
<b>8.0</b>	<b>SELECTION CRITERIA.....</b>	<b>13</b>
<b>9.0</b>	<b>ENGAGEMENT OF CONSULTANT .....</b>	<b>13</b>
<b>10.0</b>	<b>LODGEMENT OF SUBMISSIONS.....</b>	<b>13</b>

## ATTACHMENTS

<b>Attachment A:</b>	Section 8.4.2: Contributory Buildings from Marrickville LEP 2011
<b>Attachment B:</b>	Marrickville Development Control Plan No. 34: King Street and Enmore Road (electronic copy)
<b>Attachment C:</b>	Draft Marrickville Local Environmental Plan 2010: Proposed Heritage Items: Peer Review, Tanner Architects, October 2011 (electronic copy)
<b>Attachment D:</b>	Marrickville Review of Potential Heritage Items: Volume 1: Final Report, Paul Davies Architects Pty. Ltd., June 2009 (electronic copy)
<b>Attachment E:</b>	Draft Heritage Inventory Sheet for 89A-E & 91 Camden Street, Enmore
<b>Attachment F:</b>	Review of 2 Draft Heritage Conservation Areas: HCA 7: Kingston West & HCA 26: Lewisham Estate, Paul Davies Pty. Ltd., November 2011 (electronic copy)
<b>Attachment G:</b>	Supplier Environmental Questionnaire
<b>Attachment H:</b>	Marrickville Council's Statement of Business Ethics (electronic copy)
<b>Attachment I:</b>	Marrickville Council's List of Potential Heritage Items (electronic copy)
<b>Attachment J:</b>	Marrickville Council's Standard Terms and Conditions of Contract

## 1.0 INTRODUCTION

Marrickville Council is seeking the services of a suitably experienced heritage consultant to undertake a Heritage Review, comprising of the following three components:

1. A Heritage Review of Southern sections of the Marrickville local government area (defined as areas south of the Illawarra/Bankstown railway line) for potential Heritage Items (including proposed items list provided by Council) and Heritage Conservation Areas, for inclusion within Marrickville Local Environmental Plan (MLEP) 2011;
2. A Contributory Building Assessment & Mapping of six (6) select Commercial Areas, for inclusion within Marrickville Development Control Plan (MDCP) 2011 ; and
3. A Heritage Assessment of three (3) potential Heritage Items (1 individual building and 2 groups of buildings) for potential listing as Heritage Items or Heritage Conservation Areas (either as new Heritage Conservation Areas or expansion of existing Heritage Conservation Areas) within MLEP 2011.

Council has allocated a total of \$100,000 for the completion of all projects. It is not essential that all of the projects be completed by the same consultants. Please clearly indicate which projects you are quoting for.

Council has undertaken some background research and would be an active partner in this project. The project is scheduled to be completed by late 2014.

Expressions of Interest for the projects are to be received by close of business on Friday 23 May 2014.

## 2.0 BACKGROUND TO THIS PROJECT

Marrickville Council's new Local Environmental Plan was gazetted on 12 December 2011. The Marrickville Development Control Plan 2011 came into force on 15 December 2011. The new LEP and DCP provide protection and development controls for a number of additional Heritage Items and Heritage Conservation Areas.

The development of the Marrickville LEP 2011 led to the commissioning of several heritage studies, adding to the considerable body of work previously completed regarding heritage in the Marrickville LGA including:

- Review of 2 Draft Heritage Conservation Areas; HCA 7: Kingston West & HCA 26: Lewisham Estate 2011 by Paul Davies Pty. Ltd.;
- Draft Marrickville Local Environmental Plan 2010 : Proposed Heritage Items Peer Review 2011 by Tanner Architects;
- Review of Marrickville Potential Heritage Conservation Areas and Heritage Items 2009 by Paul Davies Pty. Ltd.;
- Marrickville Building Typology Controls 2009 by HBO + EMTB;
- Marrickville Heritage Study Review 2001 by Tropman & Tropman Architects;
- King Street and Enmore Road Heritage and Urban Design Study 1998 by Keys Young in association with Godden Mackay Logan;
- Marrickville Conservation Area Report 1994 by Amanda Jean; and
- Heritage Study 1986 by Fox & Associates.

### 3.0 STUDY DETAILS

The three projects are listed below in sections 3.1, 3.2 and 3.3.

#### **3.1 A Heritage Review of Southern sections of the Marrickville local government area (comprising areas south of the Illawarra/Bankstown railway line) for potential Heritage Items and Heritage Conservation Areas**

##### Purpose

- To obtain a thorough understanding of the heritage significance of the southern sections of the Marrickville local government area (LGA), including the identification of potential Heritage Items, Heritage Conservation Areas and a written summary of the historical development of the area.

##### Rationale

The vast majority of existing heritage listings, particularly in relation to Heritage Conservation Areas, are located in the northern half of the LGA. MLEP 2011 contains thirty five (35) Heritage Conservation Areas, only four (4) of which are located south of the Illawarra/Bankstown railway line. Additionally, only 25% (being approximately 70 out of 300) of listed Heritage Items are located in the southern section of the LGA.

The aim of this project is to ensure that the southern sections of the Marrickville LGA have been comprehensively assessed for heritage values. It is noted that a range of factors have impacted on the different ways the northern and southern sections of the LGA have developed, including environmental and social factors, such as topography, historical land grants and proximity to road, air and rail transport. This project will also need to assess the Carrington Road, Marrickville, precinct in detail due to its potential for future redevelopment.

The current nature of heritage listings within the LGA may lead to perceptions of inequality within the community due to the relative lack of heritage listings within the southern areas. This project aims to ensure that the southern areas of the Marrickville LGA have been thoroughly assessed for heritage significance. Further, that a more complete history of the development of the southern section of the LGA is developed and documented for the information of Council and the wider community.

Council officers have compiled a preliminary list of potential Heritage Items from a variety of sources which will need to be considered as background information. Council has also resolved to call for community nominations for potential Heritage Items within the southern section of the LGA, as well as seeking nominations from the Marrickville Heritage Society.

Council requests the consultants develop a costed works programs for the Southern area study. Council requires the consultants to clearly outline what will be undertaken and the cost of each part of the process. The consultants will also need to allocate a certain amount of money for the assessment of community nominations to be received via the Marrickville Heritage Society.

### 3.2 Contributory Building Assessment and Mapping of 6 select Commercial Areas in the Marrickville LGA

#### Purpose

- To identify and map contributory buildings within commercial centres of the Marrickville LGA for consistent and current mapping and controls within Marrickville DCP 2011

#### Rationale

Marrickville's new planning controls allow for increased residential development in a number of commercial centres, whilst focussing on the management of streetscape changes and focussing major additions to the rear of properties, to retain the existing character of these areas. Some of the commercial centres planned for increased residential densities are also Heritage Conservation Areas within MLEP 2011; being

- HCA 5: Parramatta Road Commercial Precinct;
- HCA 25 Petersham Commercial Precinct; and
- HCA 28 Dulwich Hill Commercial Precinct.

To manage changes within these areas, Council mapped all buildings considered to contribute to the character of these precincts, and included these maps within the Marrickville DCP 2011. The DCP defines a 'contributory building' as representing a significant historical period layer for the Heritage Conservation Area, which is either substantially intact or has reversible alterations. See Section 8.4.2 of MDCP 2011 for details, which is reproduced at Attachment A.

Council is looking to expand this mapping to the following areas, which have been listed in order of importance:

- **Parramatta Road (Camperdown – Lewisham)**– all buildings within the Marrickville Road, being all buildings on the southern side of Parramatta Road between Nos. 101 Parramatta Road (corner Mallet Street), Camperdown and Nos. 824-826 Parramatta Road (corner Brown Street), Lewisham; including all of the Parramatta Road Commercial Precinct Heritage Conservation Area (HCA 5). *Refer Map 1*
- **Illawarra Road (Marrickville)** – all buildings south of Marrickville Road (commercial/business zoned areas) being Nos. 265 – 459 Illawarra Road (corner Renwick Street), Marrickville, on the eastern side and Nos. 236-412 Illawarra Road (corner Renwick Street), Marrickville, on the western side. This area contains no Heritage Conservation Areas. *Refer Map 2*
- **King St/Enmore Rd<sup>1</sup> (Newtown/Enmore)** – All buildings on the western side of King Street between Nos. 241 King Street (corner Church Street) Newtown (including 1-13 Bedford Street) and Nos. 631 King Street (corner Lord Street), Newtown; and both sides of Enmore Road from Nos. 2-214 Enmore Road (corner Edgeware Road) and 1-213 Enmore Road, Enmore (corner Stanmore Road). All of this area is contained within the King Street and Enmore Road Heritage Conservation Area (HCA 2). *Refer Map 3*
  - ❖ This should also include a brief review of controls contained within *DCP 34 King Street and Enmore Road: Heritage and Urban Design*; to identify any major inconsistencies or omissions. Refer Attachment B

---

<sup>1</sup> A DCP for the King Street & Enmore Road HCA was prepared and came into force in 2000. This document has not been updated since this date; however preparation of mapping of contributory buildings in this HCA should use this document for guidance.



- **New Canterbury Road (Hurlstone Park)** – all buildings on the northern side of New Canterbury Road from Nos. 715 & 875 (corner Old Canterbury Road). This area contains no Heritage Conservation Areas. *Refer Map 4*
- **Wardell Road (Dulwich Hill)** - all commercial buildings north of the station between Nos. 231 Wardell Road (corner Keith Street) and 245 Wardell Road (corner Bedford Crescent). This area is adjacent to, but not contained within, a Heritage Conservation Area. *Refer Map 5*
- **Stanmore shops (Stanmore)** – all commercial buildings located north of Stanmore Station being Nos. 83-117 Percival Road; & 16-18 Douglas Street; and 88-140 Percival Road (corner Douglas Street). This area is contained within the Annandale Farm Heritage Conservation Area (HCA 6). *Refer Map 6*

### 3.3 A Heritage Assessment of 3 potential Heritage Items for possible listing as Heritage Items or Heritage Conservation Areas within the MLEP 2011

#### Purpose

- To establish the level of significance and appropriate listing type for several potential Heritage Items and Heritage Conservation Areas

#### Rationale

Previous heritage studies commissioned by Council in the development of the new LEP and DCP have identified a small number of potential additional Heritage Items or Heritage Conservation Areas. They are as follows:

1. **89A-89E & 91 Camden Street & 11-19 James Street, Enmore:** Derived from Heritage Peer Review Report prepared by Tanner Architects. See Attachment C

Background: 89A-E & 91 Camden Street, Enmore, were initially assessed for potential inclusion within Marrickville LEP 2011 in June 2009 by Paul Davies Pty. Ltd. See Attachment D. The draft Heritage Inventory Sheet, included at Attachment E, concluded that:

*'the properties 89A-89E Camden Street and 91 Camden Street are of historical significance for their association with John Garsed, a colourful 19th century builder and developer, and for the manner in which the cottages at Nos. 89A-89E Camden Street illustrate a distinctive pattern of resubdivision in the late 1870s. The group of associated houses are representative of 1870s development of the former Enmore House estate. The row of cottages at 89A-E Camden Street has aesthetic significance as a distinctive streetscape of diminutive houses, an unusual subdivision and for their relatively intact facades. The main house at 91 Camden Street, built 1872, is a representative Victorian Georgian style cottage.'*

During the public exhibition of the draft LEP, representation was received from one of the Camden Street property owners objecting to the proposed heritage listing of these properties. Council resolved to undertake a peer review of properties subject to opposition to their proposed heritage listing. The Peer Review Report, undertaken by Tanner Architects, concluded that:

*'The terrace at 89A-E Camden Street does have some significance because it is an attractive and coherent streetscape. Intactness relates to the overall external form of the single storey sections of 89A-E Camden Street and the disposition of window and door openings. Given the intervention that has taken place it is unreasonable to apply a heritage listing to the entire group. Any controls considered by Council should be confined to the external form of the front (single storey sections) of the buildings as a streetscape. Owners should be encouraged to reinstate windows and doors that are appropriate to the age of the cottages where these are not original as and when these items are due for replacement.'*

*'91 Camden Street appears to have some historical significance but has been compromised because of changes that have taken place to it. Its original overall form (apart from additions) and relationship to 89A-E Camden Street make a contribution to the streetscape. It is therefore recommended that 89A-E Camden Street and 91 Camden Street should not be listed as individual heritage items in Schedule 5 of dMLEP 2010. Council could consider a further review of the properties to include 11-19 James Street as a potential heritage conservation area.'*

2. **16-22 Hastings Street, Marrickville:** Also from Heritage Peer Review Report prepared by Tanner Architects. See Attachment C.

Background: 16-22 Hasting Street, Marrickville, were identified in the Tanner Architects Heritage Review Report for comparative analysis purposes in the assessment of a proposed Heritage Item in London Street, Enmore. The report concluded that:

*'The integrity of the building, along with the redevelopment of 6-10 London Street, is considered sufficient grounds to exclude the building from listing. There is a stronger case for listing the items at 16-22 Hastings Street, which are a coherent group and apparently have greater integrity despite modifications.'*

3. **17 Railway Terrace. Lewisham:** From HCA boundary review prepared by Paul Davies Pty. Ltd. See Attachment F.

Background: 17 Railway Terrace, Lewisham, was identified as a potential Heritage Item in a report conducted by Paul Davies Pty. Ltd to review two Heritage Conservation Area boundaries in response to submission received during the public exhibition of the draft MLEP, despite not being located within a Heritage Conservation Area. Whilst reviewing the boundaries of the Heritage Conservation Area (HCA 26: Lewisham Estate HCA) the report concluded that:

*'Number 17 Railway Terrace (corner Hunter Street) should be considered a potential heritage item for future investigation, as this is a large Federation Queen Anne style residence, relatively intact, on a large, landmark site, despite its location opposite modern 3-storey residential flat buildings detracting from it's streetscape context.'*

Council has been in contact with the property owner who has supplied Council with copies of three structural engineers' reports on the property, relating to a flooding incident on site. These need to form part of the basis for assessment for this property.



## 4.0 COUNCIL INPUTS

Council will provide copies of the following heritage studies to the successful consultants:

- Marrickville Local Environmental Plan 2011
- Marrickville Development Control Plan 2011
- Review of 2 Draft Heritage Conservation Areas; HCA 7: Kingston West & HCA 26: Lewisham Estate Paul Davies Pty. Ltd., 2011
- Draft Marrickville Local Environmental Plan 2010 : Proposed Heritage Items Peer Review, Tanner Architects, 2011
- Review of Marrickville Potential Heritage Conservation Areas and Heritage Items, Paul Davies Pty. Ltd, 2009
- Marrickville Heritage Study Review, Tropman & Tropman Architects, 2001
- Marrickville Heritage Study, Fox & Associates, 1986
- 'Marrickville: People and Places: A social history of Marrickville, Newtown, Camperdown, Petersham, Stanmore, St Peters, Tempe & Dulwich Hill', Chris Meader, Richard Cashman & Anne Carolan, 1994
- 'Marrickville: Rural Outpost to Inner City: A social history of Marrickville and the former municipalities of Newtown Camperdown, Petersham and St Peters', Richard Cashman & Chrys Meader. 1990
- Three (3) structural engineers reports regarding 17 Railway Terrace, Lewisham
- List of potential Heritage Items and/or Heritage Conservation Areas within the southern section of the LGA developed by Council officers from various sources.

Council is able to provide additional information; such as development application histories and aerial photography upon request.

## 5.0 OUTPUTS

The project outputs are to include the following:

### 5.1 Heritage Review of Southern Sections of the Marrickville LGA

- **Stage 1:** For submission with the EOI consultants are to develop a fully costed works programs for the Southern area study. The works program should:
  - Outline and provide costings for each task to be completed as part of the study;
  - Indicate how it is proposed to manage the cost of assessing potential heritage items should the potential list be lengthy (as Council's budget is finite);
  - Consultants will also need to set aside an amount of money to assess any community nominations received by Council. Should this list be extensive, Council will prioritise potential items for assessment.
  - Consultants will also need to consider budget for the development of any associated DCP controls for any Heritage Conservation Areas identified as part of the project.
- **Stage 2:** Draft summary report to include:
  - A detailed historical analysis of the development of the southern sections of the Marrickville LGA; supporting working documents substantiating the recommended

heritage listing of any Heritage Items; and supporting working documents substantiating the recommended heritage listing of any Heritage Conservation Areas.

- An assessment of heritage within the public domain including: street trees; kerb and guttering; quarry remnants; and road alignments; and management recommendations for any identified assets.
- Full Heritage Assessments of any proposed Heritage Items are to be included in the draft report and should be undertaken in accordance with accepted industry guidelines and standards, and include comparative analysis.
- Heritage assessment of potential Heritage Items nominated by Council, with a full assessment of any recommended Heritage Items to be included in the draft report and should be undertaken in accordance with accepted industry guidelines and standards, and include comparative analysis.
- An assessment of up to 20 nominations received as part of the community nominations process. Full heritage assessment to be undertaken of any Heritage Items or Heritage Conservation Areas considered to meet the criteria for heritage listing.
- A completed, consistent Inventory Sheet for each property considered suitable for listing as a Heritage Item or Heritage Conservation Area, including a range of photographs; and
- Thorough Statement of Significance for each property considered suitable for listing as a Heritage Item or Heritage Conservation Area.
- Any proposed Heritage Conservation Area to be documented to match the HCA 'Directions and Controls' contained within Part 8 of the Marrickville Development Control Plan 2011 and to include the following:
  - Map showing proposed boundaries for HCA
  - Statement of heritage significance
  - Summary of core heritage values and elements
  - Specific elements
  - Subdivision and public domain elements
  - Elements that contribute to the consistency of the streetscape (visible from the public domain)
  - Identification of the applicable conservation controls, and
  - Identification of any additional area-specific planning controls necessary to protect the values of the HCA.
- Final report to incorporate any Council comments.

Final report to be provided as:

- One (1) electronic copy on CD in Word and PDF version able to be edited; and
- Three (3) hard copies and one (1) unbound copy of the final report.

## **5.2 Contributory Building Assessment of 6 select Commercial Areas in the Marrickville LGA**

- Draft, simple written report explaining methodology for assessment of buildings, including photographs.
- Assessment of each building within each identified centre, including noting, description and explanation for buildings which should be considered to be of “contributory” buildings.
- Maps clearly identifying all contributory buildings for all 6 identified commercial areas as per Section 8.4.2 of Marrickville DCP 2011.
- Written report to include a brief review of *DCP 34: King Street and Enmore Road: Heritage and Urban Design* to identify any major inconsistencies or deficiencies within the document.
- Final report to incorporate any Council comments.

Final report to be provided as:

- One (1) electronic copy on CD in Word and PDF version able to be edited; and
- Three (3) hard copies and one (1) unbound copy of the final report.

## **5.3 Heritage Assessment of 3 potential Heritage Items/Heritage Conservation Areas**

- Draft written report containing a heritage assessment of identified potential Heritage Items including overview of item, physical/site description, historical review, comparative analysis and recommendation.
- Inventory Sheets to be developed for items recommended for listing in MLEP 2011, including Statement of Significance.
- Any proposed Heritage Conservation Area to be prepared to be consistent with controls contained within Part 8 of the Marrickville Development Control Plan 2011 and to include the following:
  - Map showing proposed boundaries for HCA
  - Statement of heritage significance
  - Summary of core heritage values and elements
  - Specific elements
  - Subdivision and public domain elements
  - Elements that contribute to the consistency of the streetscape (visible from the public domain)
  - Identification of the applicable conservation controls, and
  - Identification of any additional area-specific planning controls necessary to protect the values of the HCA.
- Final report to incorporate any Council comments.

Final report to be provided as:

- One (1) electronic copy on CD in Word and PDF version able to be edited; and
- Three (3) hard copies and one (1) unbound copy of the final report.

## 6.0 TIMING

An indicative program for the project is shown below, with the aim for completion of the project by late 2014.

- Expressions of Interest distributed: April 2014
- Engage consultant/s: late May 2014
- Conception Meeting: June 2014
- Consultant work commences: June 2014
- Progress meeting/update on budget and work program with Council & consultants: August 2014
- Draft reports/documents submitted to Council officers for review: October 2014
- Final reports to Council: November 2014

Additional meetings with Council officers can be arranged as required, and should be provided for as part of any submission. Additionally, a detailed project program including key milestones should be included as part of submissions.

## 7.0 EOI SUBMISSION REQUIREMENTS

The principal elements required to be addressed in your submission are:

- (a) Understanding:** An initial understanding of the purpose and intent of the project.
- (b) Confirmation of your acceptance of the Project Brief** as described, or provide an alternative brief that you consider fully addresses and satisfies Council's requirements. Applicants for the Southern area study to clearly outline a fully costed works program for the project.
- (c) Experience:** Demonstrated experience in handling assignments of this nature. Describe any innovative approaches or any particular 'value adds' or points of difference within your firm's methodology that would benefit the project.
- (d) Timing:** Provide a detailed project timetable including milestones to meet the completion date of November 2014 and finalise all the tasks outlined in the Project Brief.
- (e) Capacity:** Demonstrated capacity to resource and manage the tasks within the timeframe required, including full details of all personnel who would be involved in the project including their experience and their respective roles in the project.
- (f) Fee Proposal:** Your fixed cost (including all disbursements) to undertake and complete the tasks as described. Please include hourly rates for each of your team members for any additional work that the Council may engage you to undertake.
- (g) Insurances:** Details of your professional indemnity and public liability insurance cover.
- (h) Conflicts of Interest:** A statement that in undertaking this work, your firm does not have a conflict of interest and will not put itself into a conflict of interest situation with the Council.
- (i) Environmental Attitude:** Council is committed to reinforcing government efforts on environmental preservation and improvement. In the interest of achieving such goals, Council is encouraging contractors to develop and implement environmentally responsible initiatives in manufacturing processes and packaging. All else being equal,

preference will be given to those bids which comply with Council's various environment policies. In this regard, a Supplier Environment Questionnaire is attached at **Annexure G** and is to be completed by you and returned as a part of your Submission.

## 8.0 SELECTION CRITERIA

Submissions received will be assessed against the following criteria:

- (a) **Understanding:** An initial commentary which indicates a general familiarity and an understanding of the purpose and intent of the project;
- (b) **Confirmation** of your acceptance of the Project Brief as described in Sections 3.0 to 5.0;
- (c) **Experience:** Demonstrated experience in handling assignments of this nature. Describe any innovative approaches or any particular 'value adds' or points of difference within your firm's workplace methodology that would benefit the project,
- (d) **Timing:** Provide a detailed timetable to conduct and finalise the tasks within the brief.
- (e) **Capacity:** Demonstrated capacity to resource and manage the project within the timeframe required, including full details of all personnel who would be involved in the project including their experience and their respective roles in the project.
- (f) **Fee Proposal:** Your fixed cost (including all disbursements) to undertake and complete the tasks as described in Sections 3.0 to 5.0. Please include hourly rates for each of your team members for any additional work that the Council may engage you to undertake.
- (g) **Environmental Attitude:** The response to Council's Supplier Environmental Questionnaire will be taken account.

Please note that the lowest priced submission will not necessarily be accepted.

## 9.0 ENGAGEMENT OF CONSULTANT

Following submission of EOIs, Marrickville Council will notify all applicants of whether they have been successful. The letter advising of a successful applicant does not communicate the acceptance of a contract. The Council does not intend to enter into a legal relationship with the successful applicant until the contract between them and the Council is executed by both parties through a formal written agreement.

A copy of the Council's Statement of Business Ethics is attached at **Annexure H** for your information.

## 10.0 LODGEMENT OF SUBMISSIONS

Submissions must be lodged by the closing date.

**By Mail**  
**Marrickville Council**  
**Marrickville Heritage Review 2014**  
**PO Box 14**  
**PETERSHAM NSW 2049**

**In Person**  
**Marrickville Council (Ground floor, 2-14 Fisher Street, Petersham)**

Late proposals will not be accepted for consideration.

**Submissions are to be received by COB on Friday 23 May 2014.**

Further information may be obtained by contacting Kate Napier, Heritage & Urban Design Advisor, on 9335 2114 or Marcus Rowan, Manager Strategic Planning, on 9335 2274 during normal business hours.



## PART 8: HERITAGE

### 8.4.2 Contributory buildings

i. The maps in this section, map which buildings are contributory to the HCAs of:

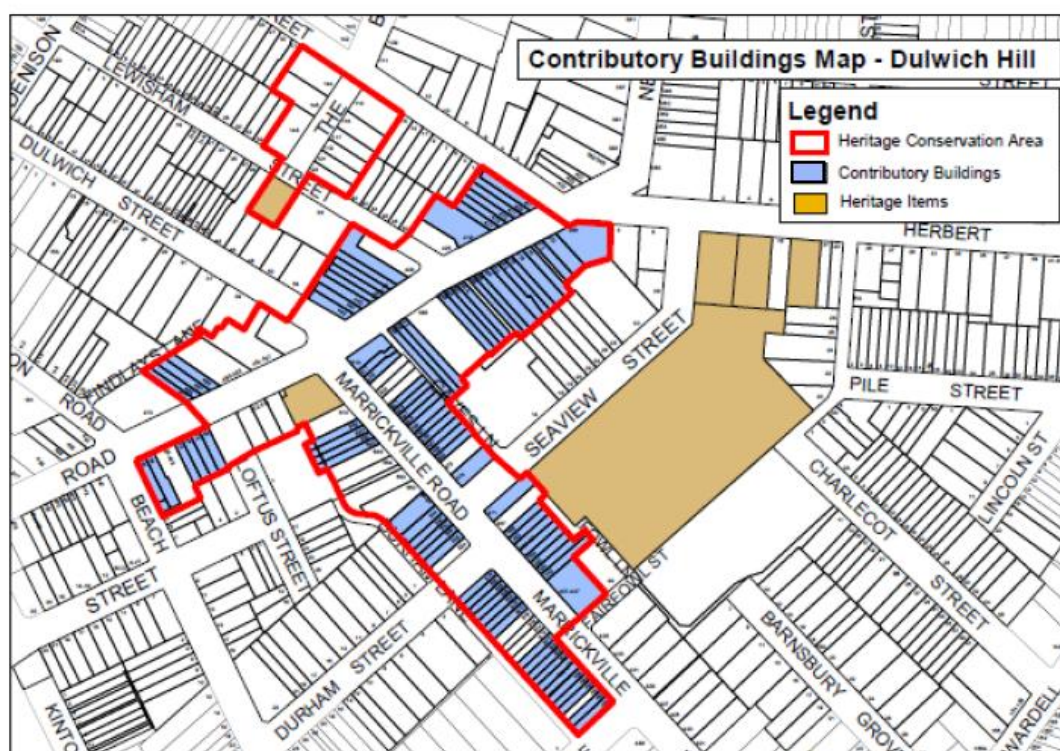
- Dulwich Hill Commercial Precinct HCA 28;
- Petersham Commercial Precinct HCA 25; and
- Marrickville Civic Precinct HCA 30.

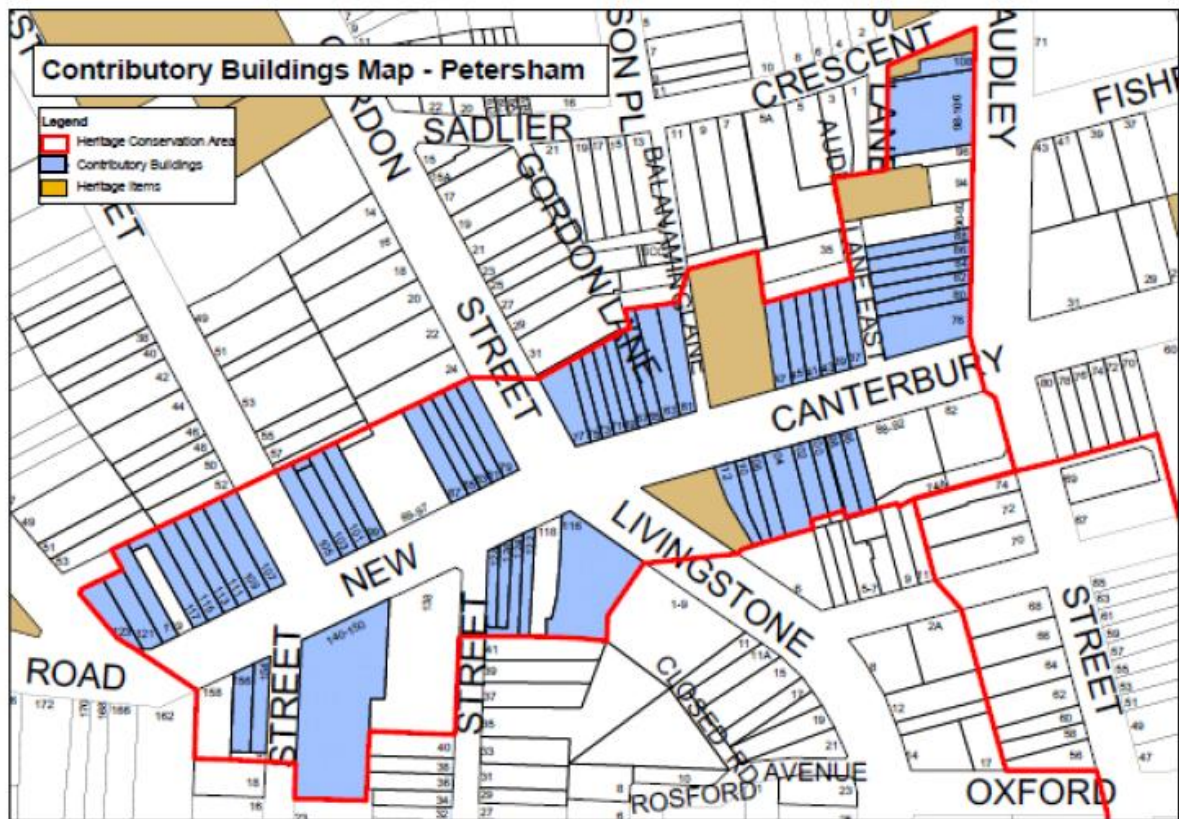
A contributory building represents a significant historical period layer for the HCA, which is either substantially intact or has reversible alterations.

Non-contributory buildings are therefore those buildings which do not represent a significant historical layer for that HCA and/or are substantially altered in a non-reversible manner.

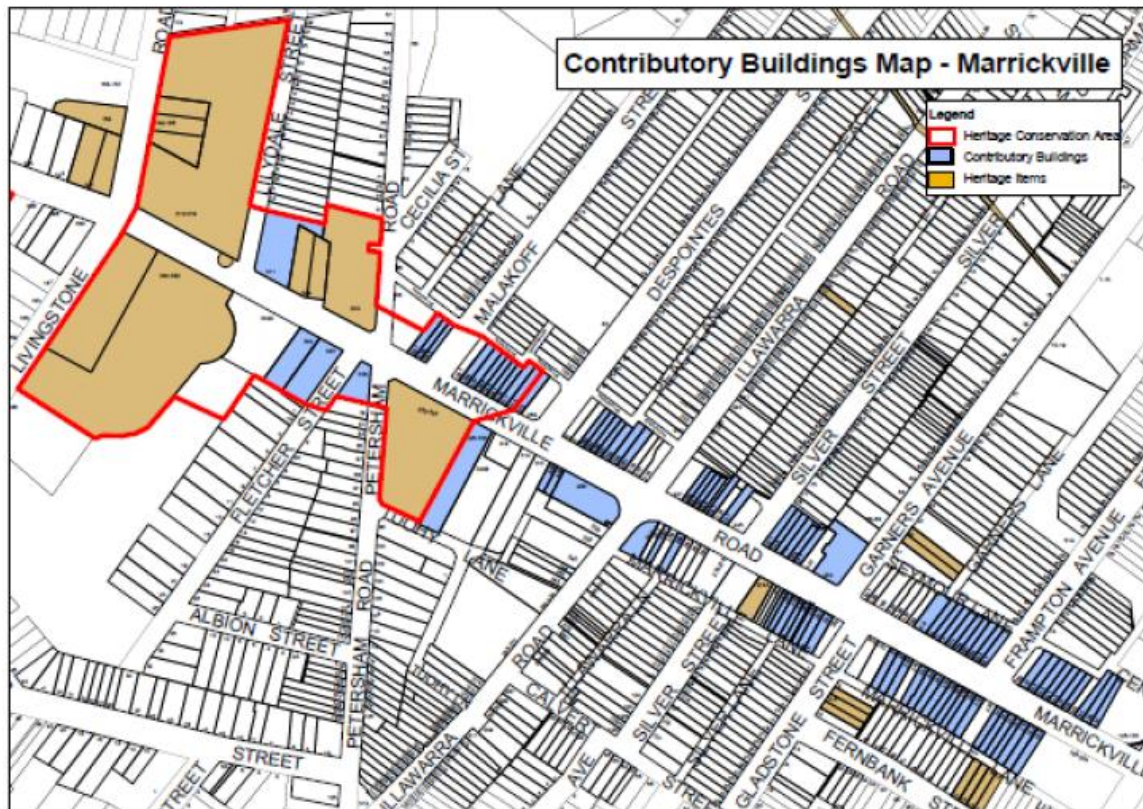
Heritage items are marked as such on these maps and are subject to other specific MLEP 2011 and DCP controls.

ii. The maps in this section, also map which buildings are contributory to the streetscapes within the Dulwich Hill, Petersham and Marrickville commercial centres. Within the Marrickville commercial centre only some of these contributory buildings fall within the designated HCA. The maps in this section will provide guidance to applicants and Council officers on which buildings require retention (under Part 5 of the DCP) and consequently the applicable building height and floor space ratio controls (under Part 9 of the DCP).









**Attachment B:** King Street and Enmore Road Heritage and Urban Design Study, Keys Young in association with Godden Mackay Logan, 1998 (electronic copy refer CD)

**Attachment C:** Draft Marrickville Local Environmental Plan 2010: Proposed Heritage Items: Peer Review, Tanner Architects, October 2011 (electronic copy refer CD)

**Attachment D:** Marrickville Review of Potential Heritage Items: Volume 1: Final Report, Paul Davies Architects Pty. Ltd., June 2009 (electronic copy refer CD)

**Attachment F:** Review of 2 Draft Heritage Conservation Areas: HCA 7: Kingston West & HCA 26: Lewisham Estate, Paul Davies Pty. Ltd., November 2011 (electronic copy refer CD)

**Attachment H:** Marrickville Council's Statement of Business Ethics (electronic copy refer CD)

**Attachment I:** Marrickville Council's list of potential Heritage Items (electronic copy refer CD)

## *Marrickville Heritage Inventory*

SHI Number  
2030295

### Marrickville Heritage Inventory

Item Name: **Garsed's House and Garsed's Cottages**

Location: **89A-E, 91 Camden Street, Enmore**

Address: 89A-E, 91 Camden Street

Corner: Short Street

Suburb / Nearest Town: Enmore

State:

Other/Formal Names:

Area/Group/Complex:

Group ID:

Local Govt Area: Local Government Area:  
Marrickville

DUAP Region:  
Sydney South

Historic region:  
Sydney

Property Identifier:

Boundary:

Item Type: Built

Group: Residential buildings ( Category: Cottage

Owner: Private - Individual

Owner Codes:

Code 2:

Code 3: proposed 2001

Current Use: Residential

Former Uses:

Assessed Significance: Local

Endorsed Significance:

**Statement of Significance:** 89A-89E Camden Street and 91 Camden Street are of historical significance for their association with John Garsed, a colourful 19th century builder and developer, and for the manner in which the cottages at Nos. 89A-89E Camden Street illustrate a distinctive pattern of resubdivision in the late 1870s. The group of associated houses are representative of 1870s development of the former Enmore House estate. The row of cottages at 89A-E Camden Street has aesthetic significance as a distinctive streetscape of diminutive houses, an unusual subdivision and for their relatively intact facades. The main house at 91 Camden Street, built 1872, is a representative Victorian Georgian style cottage.

**Historical Notes or Provenance:** The original owners of the land within the Marrickville Council area were the Cadigal and Wangal clans of the coastal Eora people. They spoke Eora, which may have been a dialect of the Dharug (Darug) language, though sources differ on this point. With the establishment of the penal colony at Sydney Cove in 1788 the dispossession of the original inhabitants was begun. In 1789 a smallpox plague decimated the Aboriginal population, though descendants of the Cadigal and Wangal people still reside within the Sydney metropolitan area. On 8 January 1794 Paul Page, William Jenkins and James Jenkins were each granted 30 acres in the area south of what is now Enmore Road. By 1835 Jenkins' grant was owned by Captain Sylvester Browne (best known as the father of novelist T.A. Browne, "Rolf Boldrewood") and John Verge designed a house that looked out to Botany Bay. Browne moved to Victoria and in June 1838 the villa, called "Enmore House", was advertised for lease. In June 1840 the entire estate, by now 40 acres, was advertised for sale. The purchaser appears to have been Isaac Simmons. Simmons subdivided part of the property as the "Beautiful Village of Enmore" in about 1841. This stretched from Juliet Street to Simmons Street. In the vicinity of what is now Metropolitan Road was "Enmore House" itself, which retained 9 acres of grounds. Campbell

## Marrickville Heritage Inventory

Item Name: **Garsed's House and Garsed's Cottages**

Location: **89A-E, 91 Camden Street, Enmore**

Street (now Camden Street) was the southern boundary of the subdivision. In August 1841 Jacob Josephson (an emancipist who had been transported in 1818) bought "Enmore House" and its grounds from Simmons. On Jacob Josephson's death in 1845, his son Joshua Josephson, a businessman, politician and later solicitor-general and judge inherited the house.

In about 1872 John Garsed, a tobacconist, moved into a house in Camden Street. It seems likely that Garsed had the house (now 91 Camden Street) built for him. In 1858 Garsed had become insolvent while "carrying on an extensive business as a master-builder and house-owner" and in 1859 was "committed to take his trial on a charge of fraudulent insolvency." (The Moreton Bay Courier 12 January 1859, p. 59) Garsed was found guilty and was imprisoned in Darlinghurst Gaol until at least 1862, when his wife petitioned for his release. By 1867 Garsed was living at 151 Darlinghurst Road, Darlinghurst. He was the subject of a NSW Parliament committee (Mr John Garsed Committee No.10, 1878).

By 1879 Garsed was operating as a fuel merchant on the corner of Enmore Road and Station Street. Between 1879 and 1881 he had two groups, of five terraces each, built on his property. Five of the houses faced James Street (11-19 James Street), while the other five faced a new street built behind 91 and 93 Camden Street (89A-89E Camden Street). The new street was named Short Street from about 1891, possibly for the obvious reason that it was very short. Collectively these terraces were known as "Garsed's Cottages". The professions of occupants of Garsed's Cottages shown in Sand's Directories for the period 1882 to 1892 included bootmakers, a storeman, fitter, carpenter, architect, accountant, journalist, compositor, painter, engine driver and a tobacconist, reflecting the variety of working class renters in the area at the time.

Garsed sold the properties to Mr Philpott by 1889. Subsequent owners included Francis Woodward, Mr Linden and, from about 1899, David Monk. They remained in the ownership of the Monk family until at least 1920. By 1932 they had been sold to S.F. Mort who owned them until at least 1948.

**National Themes:** Building settlements, towns and cities

**State Themes:** Housing

**Study Themes:**

**Designer:**

**Maker / Builder:** John Garsed (row of cottages at 89A-E Camden Street)

**Year Started:** 1860      **Year Completed:** 1884      **Circa:** Yes

**Physical Description:** No. 91 Camden Street is a Victorian Georgian style single storey freestanding cottage of rendered masonry with a hipped slate clad roof and symmetrical façade. The cottage has a centrally placed timber panelled front door with fanlight above, flanked by timber-framed multi-paned double-hung windows. The house is finished in imitation ashlar render, is bald-faced (ie. has no front veranah), and is set close to the street alignment on Camden Street, with a few steps to the front door from the street footpath.

To the rear of the cottage at No. 91 Camden Street, accessed via a driveway on the east side of the cottage, is a group of five diminutive single storey Victorian Georgian style



## Marrickville Heritage Inventory

Item Name: **Garsed's House and Garsed's Cottages**

Location: **89A-E, 91 Camden Street, Enmore**

terrace houses known as Nos. 89A to 89E Camden Street. The houses are of painted brickwork with a hipped corrugated steel roof. The terraces have a skillion verandah roof which is an extension of the main roof form at a slightly lower pitch. .

The row of five cottages at 89A to 89E Camden Street are modest and simple in detailing, each with a timber-panelled front door with fanlight above and a single six-paned timber-framed double-hung window to the façade. Each terrace has painted brick fin walls which extend out to the front edge of the verandahs. The fin walls feature blind arches on their inner edges, facing into the front verandahs. Each house has a small front yard bounded by a timber picket fence.

**Physical Condition:** The buildings appear to be in reasonable condition.

**Modification Dates:** Nos. 89A-89E Camden Street: The roof cladding and windows appear to have been replaced and security grilles have been added.

The cottage facing Camden Street has had its roof cladding replaced and windows appear to have been replaced, security grilles have been added. Security grilles to windows.

**Recommended Management:** The buildings shall be retained and conserved. A Heritage Impact Statement or a Conservation Management Plan, may be required to accompany any development application for major works to the buildings. There shall be no alterations to the façades of the buildings other than repairs or reinstatement of original features. The principal room layout and planning configuration as well as significant internal original features including ceilings, cornices, joinery, flooring and fireplaces should be retained and conserved. Any additions and alterations should be confined to the rear in areas of less significance, should not be visually prominent or overwhelm the existing buildings, and shall be in accordance with the relevant planning controls.

**Further Comments:** Draft  
No mention in the 2001 Tropman and Tropman Heritage Study Review was made of premises 11 - 19 James Street which form a group of five single storey brick terraces with a hip roofline similar to premises 89A - 89E Camden Street, having the same history and built at the same time.  
This row is in slightly poorer condition to that of 89A - 89B Camden Street., with the veranda of 11 James Street enclosed. The row of cottages at 11 - 19 James Street should also be considered for inclusion in the proposed group listing.

**Historical Significance:** 89A-89E Camden Street and 91 Camden Street are of historical significance for their association with John Garsed, a colourful 19th century builder and developer, and for the manner in which the cottages at Nos. 89A-89E Camden Street illustrate a distinctive pattern of resubdivision in the late 1870s. The group of associated houses are representative of 1870s development of the former Enmore House estate.

**Aesthetic Significance:** The row of cottages at 89A-E Camden Street has aesthetic significance as a distinctive streetscape of diminutive houses, an unusual subdivision and for their relatively intact facades. The main house at 91 Camden Street, built 1872, is a representative Victorian Georgian style cottage.

**Social Significance:**

# Marrickville Heritage Inventory

SHI Number  
2030295

## Marrickville Heritage Inventory

Item Name: **Garsed's House and Garsed's Cottages**

Location: **89A-E, 91 Camden Street, Enmore**

### Technical / Research:

#### Rare Assessment:

**Representativeness:** The group of associated houses are representative of 1870s development of the former Enmore House estate.

**Integrity / Intactness:** The buildings are reasonably intact and as a group retain their integrity.

Terraces 89A - 89E Camden Street form a group of five single storey brick houses with a galvanised iron hip roofline and belcast verandas and are estimated to have been constructed between 1880 and 1884.. These houses are in a reasonable condition and as a group retain some integrity. The integrity has been compromised to some extent by the brick work enclosing the front veranda of No 89E and the top of the rear additions of No 89A being seen from the right of way access leading off Camden Street.

The integrity is confined to the front of the group of terraces as unsympathetic addition have been added to the rear of No 89A, No 89C and No 89D. The rooftop of No 89A can be seen from the right of way leading off Camden Street, while the rear additions of No 89C can be seen from Edgeware Road and the TAFE car park.

References:	Author:	Title:	Year:
	Francis Planning and Environment Consultants	Statement of Heritage Impact and Assessment, April	2005

Studies:	Author:	Title:	Number:	Year:
	Tropman & Tropman Architects	Marrickville Heritage Study Review	2030295	1997
	Paul Davies Pty Ltd	Review of Potential Heritage Items for Marrickville Council		2009

Listings:	Name:	Title:	Number:	Date:
	Within a conservation area on an LEP	within draft cons. area Ma		
	Heritage study			

#### Period:

#### Construction Date:

#### Sources:

#### Other Listing:

#### Map Reference:

#### Other Listings:

**Data Entry:** Date First Entered: 23/07/1998 Date Updated: 04/06/2009 Status: 0

## Marrickville Council

Date: 04/06/2009

Full Report

Page 4

## **Attachment G**

### **SUPPLIER ENVIRONMENTAL QUESTIONNAIRE**

#### **SUPPLIER ENVIRONMENTAL QUESTIONNAIRE** **For Services over \$10,000**

MARRICKVILLE COUNCIL is committed to reinforcing government efforts on environmental preservation and improvement, including the target of a 66% reduction in waste to landfill by the year 2014. In the interest of achieving such goals, MARRICKVILLE COUNCIL is encouraging tenderers to develop and implement environmentally responsible initiatives in manufacturing processes and packaging. **All else being equal, preference will be given to those bids which comply with Council's various environment policies.**

This Supplier Environment Questionnaire is to be completed by the service supplier. It is considered as part of the supplier's product label and is subject to the same laws and regulations as the rest of the supplier's product label. (Additional information in typed or printed form, may be provided. Please indicate this on the form, next to the question)

**Note: You must provide documentation where requested.**

***Please remember to sign the declaration at the end of this form.***

#### **Company environmental information**

<p><b>Does your organisation have an environmental policy or statement?</b></p> <p>Yes [ ]      No [ ]</p> <p><b>If Yes please attach.</b></p>
<p><b>Does your organisation have an accredited quality system (i.e. ISO 9001) or an Environmental Management System (EMS)?</b></p> <p>Yes [ ]      No [ ]</p> <p><b>If Yes please attach</b></p>
<p><b>Does your organisation undertake waste audits, environmental audits or monitoring programs to minimise environmental impacts?</b></p> <p>Yes [ ]      No [ ]</p> <p><b>Please specify:</b></p>
<p><b>Does you organisation have a waste minimisation plan?</b></p> <p>Yes [ ]      No [ ]</p> <p><b>If Yes please attach</b></p>
<p><b>Are there any other environmental programs in place at your organisation?</b></p> <p>Yes [ ]      No [ ]</p> <p><b>If Yes please specify</b></p>

<p><b>Will the operation of this service agreement have <u>NO</u> impacts on the environment?</b></p> <p>Yes [ ]      No [ ]</p> <p><b>If No please list expected impacts</b></p>
<p><b>If there are possible environment impacts, does your company have an Environmental Management Plan (EMP) to deal with these impacts?</b></p> <p>Yes [ ]      No [ ]</p> <p><b>If Yes please provide a copy of your EMP.</b></p>
<p><b>Does this plan include procedures to be followed in the event of an environmental accident?</b></p> <p>Yes [ ]      No [ ]</p>
<p><b>Are all staff trained/inducted to ensure that EMP and environmental accident procedures are followed?</b></p> <p>Yes [ ]      No [ ]</p>

I declare that all information on this form is true and correct.

.....  
(Signature of person making declaration)

.....  
(Position)

Dated \_\_\_\_\_

<b>Score</b>	<i>Council use only</i>	
--------------	-------------------------	--

**TERMS AND CONDITIONS OF CONTRACT**

**Contents**

1.	INTERPRETATION.....	xii
2.	SERVICES .....	xii
3.	PROVISION OF THE SERVICES.....	xii
4.	AGREEMENT TERMINATION.....	xiii
5.	NON-EXCLUSIVITY .....	xiii
6.	COMMUNICATION .....	xiii
7.	SERVICE PROVIDER'S REPRESENTATIVE.....	xiii
8.	REPRESENTATION BY COUNCIL .....	xiv
9.	SERVICE PROVIDER'S EMPLOYEES.....	xiv
10.	INSURANCE AND RELATED MATTERS.....	xiv
11.	PAYMENTS .....	xv
13.	PRICES.....	xvi
14.	INSOLVENCY OF THE SERVICE PROVIDER .....	xvi
15.	TITLE AND RISK .....	xvi
16.	INTELLECTUAL PROPERTY .....	xvi

## 1. INTERPRETATION

- 1.1. *In this Contract and in all other documents associated with the Offer for the provision of Supplies to Council, the following words will have the meanings assigned to them unless the contrary intention appears:*

**“Council Representative”** means the person specified by Council or any authorised delegate as notified from time to time.

**“Contract”** means this agreement between Marrickville Council and the Service Provider, including all special conditions, Specifications and other documents incorporated with and forming part of this Contract.

**“Service Provider”** means the person who by the Contract undertakes to provide the Supplies required by Council and includes the officers, employees, agents, subcontractors, executors or administrators, successors and assigns of the Service Provider.

**“Service Provider’s Representative”** means the person notified in writing to Council Representative.

**“Specifications”** mean the specifications, any special conditions and any variations in writing as may be agreed between Council and the Service Provider.

**“Marrickville Council”** means the Marrickville Council.

**“Supplies”** mean goods and/or services that are to be furnished or performed under the Contract and includes materials, information and the subject matter of any category of intellectual property rights.

## 2. SERVICES

### 2.1. The Contract

The Contract shall be the Preferred Supplier Agreement/s awarded to the successful tenderer/s by Marrickville Council.

### 2.2. Contract Duration

The term of the agreement is **1 year**.

### 2.3. Contract Extension Option

This agreement may be extended for further period of **(1) year** at the sole discretion of Marrickville Council.

### 2.4. Commencement of the Services

The Council will notify the Service Provider, in writing, of the date upon which shall commence the Services.

## 3. PROVISION OF THE SERVICES

### 3.1. The Services

The Service Provider/s will:

- (i) Perform the Services during the Contract Term in accordance with the Marrickville Council agreement;
- (ii) Provide uninterrupted and continuous Supplies to Council throughout the term of the agreement.

### 3.2. Service Provider’s Vehicles, Plant and Equipment (if applicable)

The Service Provider will ensure that all of its Vehicles, Plant and Equipment being used in the performance of this Contract:

- (i) Comply with all applicable Acts, regulations and by-laws and
- (ii) Are fit for the purpose for which they are to be used and,
- (iii) Are maintained in good repair and condition throughout the term of the agreement.



## **4. AGREEMENT TERMINATION**

### **4.1. Termination by Council**

*Marrickville Council may recommend the agreement be terminated in whole or part if the service provider/s:*

- (i) Fails to provide the services within the agreed timeframe, and/or in accordance with the Specifications;
- (ii) Fails to rectify serious breaches within 30 days of receiving a notice in writing from Marrickville Council, which specifies the relevant breach;
- (iii) Assigns the rights under, or sub-contracts the whole or part of, the agreement without the written consent of Marrickville Council;
- (iv) Contravenes the Conflict of Interest Declaration at Part 16 and the Collusive Tendering Declaration at Part 3 (3);
- (v) Becomes bankrupt, goes into liquidation, and enters into an arrangement or composition with its creditors or if a receiver and manager are appointed in respect of the service provider;
- (vi) is convicted of any offences, which, in the opinion of Marrickville Council, are relevant to the discharge of its obligations under the agreement.

### **4.2. Termination by Marrickville Council**

In the event that Marrickville Council recommends termination of the agreement under any of the above clauses, the following may apply:

- (i) Any losses that have been incurred by Marrickville Council may be recoverable from the service provider;
- (ii) Marrickville Council may recover from the service provider any sums paid for undelivered services;
- (iii) Marrickville Council may employ an alternative service provider to fulfil their immediate requirements.

Notwithstanding any of the above, Marrickville Council will not be liable to pay compensation in any way.

## **5. NON-EXCLUSIVITY**

Marrickville Council does not guarantee that the Service provider shall be given exclusive rights over the provisions of the Services. If the Service Provider is unable to provide all of the Services to meet the requirements of Council in relation to the type or timing of the carrying out the Services, then Council may approach an alternative Service Provider to carry out all or some of the Services.

## **6. COMMUNICATION**

Marrickville Council will, in consultation with the Service Provider/s, establish procedures for:

- (i) Resolving operational issues, which occur on a day-to-day basis?
- (ii) Financial issues which may arise; and
- (iii) Dealing with any other issues, which arise during the term of the Contract?

## **7. SERVICE PROVIDER'S REPRESENTATIVE**

### **7.1. Appointment of Service Provider's Representative**

The Service Provider/s will be required to appoint a representative and provide the following details:

- (i) Service Provider's Representative Name:
- (ii) Office Address:
- (iii) Office Phone Number:
- (iv) Mobile Phone Number:
- (v) Email Address:

The Service Provider will be required to notify Council, immediately should a new representative be appointed and immediately provide the revised details.

### **7.2. Responsibilities of Service Provider's Representative**

The Service Provider's Representative will be responsible for the day-to-day performance of the Services and the supervision of all persons employed or engaged in carrying out the Services.

The Service Provider's Representative is required to be available and contactable by representatives of Council during the required hours of operation and have the applicable knowledge to deal with and resolve any issue that may arise.

### **7.3. Service Provider to Comply with Statutory and Legal Obligations**

The Service Provider/s must ensure that all legal obligations that arise, whether by or under the agreement, statute, in equity or at common law, as a consequence of or in connection with the performance of the Services are fully complied with.

## **8. REPRESENTATION BY COUNCIL**

### **8.1. Council Representative**

Council will appoint a Council Representative. This representative will be responsible for:

- (i) Day to day liaison with the Service Provider/s;
- (ii) All financial transactions with the Service Provider/s;
- (iii) Attending and representing Council at any appropriate meeting concerning The Services.

## **9. SERVICE PROVIDER'S EMPLOYEES**

### **9.1. Indemnity**

The Service Provider indemnifies Council in respect of all moneys paid by Council to any employee of the Service Provider, subcontractor, Authority, superannuation fund or insurer arising from any legal obligation of Council following the failure of the Service Provider to pay any money to any such person or entity.

### **9.2. Payroll Tax**

The Service Provider must:

- (i) Pay any payroll tax in respect of wages or salaries paid to the Service Provider's employees; and,
- (ii) Ensure that all subcontractors pay any payroll tax in respect of wages or salaries paid to the subcontractors' employees.

### **9.3. Payment of Employees and Subcontractors**

The Service Provider warrants that it will pay its subcontractors and employees in a timely fashion and in accordance with any applicable contract, award, enterprise agreement and/or statute.

## **10. INSURANCE AND RELATED MATTERS**

### **10.1. Insurance Requirements**

- (i) The Service Provider must, at its own expense, insure and keep insured for the duration of the agreement with an insurer approved by Marrickville Council, the following policies of insurance, in relation to The Services provided:
  - a) Public Liability Insurance - for an amount not less than \$20,000,000
  - b) Workers' Compensation Insurance - for all employees, regardless of full, casual or part time employment
  - c) Comprehensive or unlimited Third Party Property Insurance - as applicable for registered vehicles, equipment and plant
  - d) Professional Indemnity Insurance for an amount not less than \$10 000 000
- (ii) The Service Provider must ensure that its subcontractors obtain and maintain similar insurances;
- (iii) The effecting of insurance does not limit the liabilities or obligations of a Party under other provisions of the agreement;
- (iv) On a regular basis, for the duration of the agreement, the Service Provider will provide to Marrickville Council, written details of its updated and current public liability insurance, worker's compensation insurance and comprehensive or unlimited third party property insurance covers when they are renewed;
- (v) Within 7 days of a written request by Marrickville Council, the Service Provider must provide evidence satisfactory to Marrickville Council that the required insurances have been effected and are current and must provide a copy of any required policy;
- (vi) Without prejudice to any other rights or entitlements Marrickville Council may have, the Service Provider is not entitled to any payment under or in connection with the agreement unless this Clause has been fully complied with.

### **10.2. Property Damage and Public Risk**

The Service Provider indemnifies Councils officers, employees, and agents against:

- (i) Any loss of, injury, or damage to, property of Council;
- (ii) Claims by any person in respect of injury, and loss of or damage to, any property or person;
- (iii) Costs and expenses including the cost of defending or settling any claim arising out of any incident or claim referred to above

Arising out of or as a consequence of the carrying out by the Service Provider of the Services, but the Service Provider's liability to indemnify Councils shall be reduced proportionally to the extent that the act or omission of Council or employees or agents of Council may have contributed to the loss, damage, death or injury.

### **10.3. WORK Health Safety and Environmental Controls**

#### **10.3.1. Statutory Requirements**

- (i) Councils, under the Work Health and Safety Act 2011 (NSW), must ensure the health, safety and welfare of all employees under its responsibility at the work place;
- (ii) The Service Provider must comply with all relevant obligations set out under the Work Health and Safety Act 2011 (NSW) and any other Statutory Requirement applicable to ensuring the health and safety of its employees, staff, and other personnel related to the Contract;
- (iii) The Service Provider must comply with all relevant obligations set out under the Protection of the Environment Operations Act 1997 (NSW).

#### **10.3.2. Responsibilities**

Without limiting any other provision of the Contract, the Service Provider must;

- (i) Ensure that the premises, plant and materials are safe, contained as required and without risk to health;
- (ii) Comply with all safety policies, procedures and any safety instructions given by Council;
- (iii) Ensure that all plant and equipment used in connection with The Services satisfies the requirements of the NSW WorkCover, is in a safe operating condition, is fit for its intended purpose and is maintained so that it remains safe and fit for purpose;
- (iv) Ensure that all plant and equipment used by any person in connection with the Services is operated in a safe manner and by persons with appropriate training, experience and supervision and is maintained at all times to the required industry standard of technical and public safety;
- (v) Ensure that any unusual dangers are avoided where reasonably practical, sufficiently guarded so that the danger is removed; or that sufficient warning of the danger is communicated to guarantee the safety and convenience of any person likely to be affected by the danger;
- (vi) Notify Council of any work incident that causes any injury and provide any reports and statements requested by Council; and
- (vii) Take all necessary steps, including the training of persons specifically for this purpose.

#### **10.3.3. Compliance**

- (i) Prior to the Commencement Date, the Service Provider must induct each of its employees and agents and its subcontractors and their employees and agents in the application of its Occupational Health and Safety policy.
- (ii) The Council's Representative may direct the Service Provider to stop performing the Services for any violation of safety practices and non-compliance with any Occupational Health and Safety Statutory Requirements.

#### **10.3.4. Environmental Controls**

Council is committed to the protection of the built and natural environment. The Service Provider will be required to effect adequate controls to ensure protection of the environment through the development of management plans, training of staff, and the provision of suitable emergency equipment and supplies. Information, such as contingency plans, relating to these controls need to be available for Marrickville Council's review during the term of the agreement.

#### **10.3.5 DRUG AND ALCOHOL POLICY**

Marrickville Council has introduced an Alcohol and Other Drug Policy and Procedure that applies to all Council workers, temporary staff, contractors, workers of contractors and volunteers in the workplace.

Council has established a program of testing that will:

- o Provide people with information about the effects of alcohol and other drugs
- o Discourage people from coming to work where they may be unfit for work because of alcohol or other drugs; and
- o Assist in identifying people who may be unfit for work

The options are:

- o Voluntary; and
- o Post reportable incident, and
- o Reasonable suspicion; and
- o Random; and
- o Targeted random (for workers who have given a confirmed positive result for alcohol and other drugs).

## **11. PAYMENTS**

### **11.1. Obligation by Council to Pay the Service Provider**

Council will, subject to the terms and conditions of the agreement, pay to the Service Provider the amounts due for payment from time to time, as set out in this Clause 11.

## **11.2. Claims for Payment**

The Service Provider shall:

- (i) Make a Claim for Payment at a frequency period agreed between the Parties;
- (ii) Make a Claim for Payment in writing and include the Service Provider's claim for monies due for payment of The Services related to the confirmation of deliveries or services.
- (iii) Include any additional information that Council's Representative may reasonably require from time to time for the purposes of assessing the Claim for Payment.

## **11.3. Rejection of Payment**

Council may reject any claim for payment considered not in accordance with the agreement. Such rejection will be notified within 14 days of receipt of the Claim for Payment, and shall state the reasons for rejection and action required for the claim to be rendered correctly.

## **12. PRICES**

### **12.1. Fixed Pricing**

Prices must remain FIRM for a minimum period of twelve (12) months, as per Schedule of Prices.

### **12.2. Variation of Prices**

The supplier must provide a written submission to Marrickville Council's Authorised Officer requesting an adjustment to any of the prices set out in the Schedule of Prices on completion of the fixed term of twelve (12) months. Requests for variations must include documentation clearly evidencing changing factors that affect the pricing rates. These requests for variations must take consideration of CPI increases or similar data and must be submitted six (6) weeks prior to the application date of any increases. Marrickville Council may or may not elect to adopt any part or part thereof any variation proposal.

## **13. INSOLVENCY OF THE SERVICE PROVIDER**

*If the Service Provider:*

- (i) Becomes bankrupt, or is served with a petition in bankruptcy or a bankruptcy notice;
- (ii) Goes into liquidation or enters into an arrangement or composition with its creditors;
- (iii) Is placed into administration pursuant to Part 5.3A of the Corporations Law;
- (iv) Makes an assignment for the benefit of its creditors;
- (v) Is unable to pay its debts when they are due;
- (vi) Is placed under official management;
- (vii) Has a receiver or receiver and agent for any creditor appointed to take possession of any asset or carry on the whole or any part of the Service Provider's business;
- (viii) Is the subject of an application made to a Court for the winding up of the Service Provider and such application is not dismissed within twenty-one (21) days of such application being filed;
- (ix) Has an execution levied against it by any party;

Then Marrickville Council may immediately terminate the agreement by notice in writing to the Service Provider.

## **14. TITLE AND RISK**

Title in the Goods supplied under this Agreement passes to Council upon payment for the Goods.

Risk in the Goods supplied under this Agreement passes to Council upon acceptance of the Goods upon delivery.

## **15. INTELLECTUAL PROPERTY**

15.1. All intellectual property rights in all works or supplies provided under this Contract which are written or produced on a bespoke or customised basis, including, without limitation, all future such rights when the said works are created, shall be owned by Council. The Service Provider shall ensure that it executes all documents necessary to effect such ownership.

15.2. Where the Service Provider provides existing intellectual property right protected material to Council under this agreement it shall disclose this to Council, warrant that it has the right to do so and shall fully indemnify and hold Council harmless against all loss or liability arising from any third party intellectual property rights claims arising both from such existing material and in relation to any such bespoke work. Except as provided above both parties retain ownership of their pre-existing intellectual property rights protected material.