

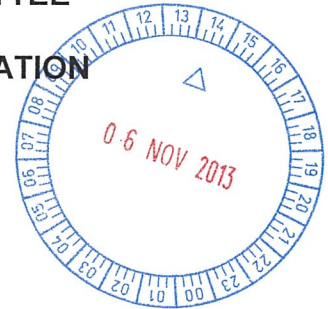
ESTIMATES AND FINANCIAL OPERATIONS COMMITTEE
QUESTIONS ON NOTICE SUPPLEMENTARY INFORMATION

Thursday, 7 November 2013

Public Transport Authority

Source: Pages 25, 26 and 101 of Annual Report 07/11/13

PUBLIC



Question No 1: Hon Ken Travers MLC asked –

1. How many new buses were purchased in the 2012/13 financial year?
- a) Which depots were these buses assigned to?
 - b) How many new buses are budgeted to be purchased in 2013/14 and each year of the forward estimates?
 - c) What is the intended role for each of these new buses?

Answer:

1. 117.

a) Beckenham, Beckenham, Canning Vale, Claisebrook, Joondalup, Kalamunda, Mandurah, Midvale, Morley, O'Connor and Rockingham depots.

b) 106, 123 and 98.

b) Additional Transperth route services or as direct replacements for existing early model buses.



ESTIMATES AND FINANCIAL OPERATIONS COMMITTEE

QUESTIONS ON NOTICE SUPPLEMENTARY INFORMATION

Thursday, 7 November 2013

Public Transport Authority

Source: Pages 29 and 30 of Annual Report

Question No 2: Hon Ken Travers MLC asked –

2. For each of the following lines;

- i. Armadale/Thornlie;
- ii. Fremantle;
- iii. Joondalup;
- iv. Mandurah; and
- v. Midland

What is;

- a) the In-bound Station where patronage is peaked;
 - b) the time period for the AM Half Hour Peak of the Peak;
 - c) the capacity in 2013 during this period;
 - d) the actual patronage during this period;
 - e) the proposed capacity in 2016 during this period; and
 - f) the predicted patronage during this period?
- (i) What are the assumptions on which the capacity and predicted patronage are calculated?
- (ii) Has the PTA done any patronage modelling beyond 2016? If yes, can you provide the same information for the year on which the modelling was done?

Answer:

- a) i. Mclver station.
- ii. City West station.
- iii. Leederville station;
- iv. Canning Bridge station;
- v. Mclver station.
- b) 7.30am and 8am.
- c) i – 3 000
- ii – 3 000
- iii – 6 900
- iv – 6 900
- v – 3 000
- d) i – 2 434
- ii – 1 424
- iii – 7 084
- iv – 5 500
- v – 2 364

- e) i – 3 800
- ii – 3 800
- iii – 7 800
- iv – 7 800
- v – 3 800

f) (i) and (ii)

The Public Transport Authority (PTA) is unable to provide modelling up to and beyond 2016

ESTIMATES AND FINANCIAL OPERATIONS COMMITTEE
QUESTIONS ON NOTICE SUPPLEMENTARY INFORMATION

Thursday, 7 November 2013

Public Transport Authority
Source: Page 32 of Annual Report

Question No 3: Hon Ken Travers MLC asked –

3. *What is the average number of weekday passengers that used the SmartRider bicycle shelters in 2012/13 financial year?*

a) Does the PTA have any plans to build more bicycle shelters at railway stations and if yes, how many and at what stations will they be located?

Answer:

☐ The current SmartRider software used for bicycle shelters does not provide a daily usage number.

a) Yes at Kenwick and Greenwood stations.

☐

ESTIMATES AND FINANCIAL OPERATIONS COMMITTEE
QUESTIONS ON NOTICE SUPPLEMENTARY INFORMATION

Thursday, 7 November 2013

Public Transport Authority
Source: Pages 27 and 28 of Annual Report

Question No 4: Hon Ken Travers MLC asked –

4. For each of the following CAT Bus Routes:

- (a) red route;*
- (b) blue route; and*
- (c) yellow route;*

In 2012/13 what was :

- (i) the average weekday passenger boarding;*
- (ii) the average weekend passenger boardings;*
- (iii) the average weekday passenger boardings during the morning peak;*
- (iv) the average weekday passenger boardings during the afternoon peak;*

What period of time is considered to be;

- (a) morning peak; and*
- (b) afternoon peak?*

Answer:

In 2012-13 Perth CAT passenger boardings results are summarised below:

Daily Averages		(a) Red	(b) Blue	(c) Yellow
	i. Weekday	17 088	5 593	8 389
	ii. Weekend	6 346	7 370	6 756
Peak Averages				
	iii. Morning Peak	4 280	658	1 429
	iv. Afternoon Peak	3 946	1 379	2 175

- (a) 7.00am to 9am**
- (b) 3.30pm to 6.00pm**

ESTIMATES AND FINANCIAL OPERATIONS COMMITTEE
QUESTIONS ON NOTICE SUPPLEMENTARY INFORMATION

Thursday, 7 November 2013

Public Transport Authority
Source: Page 54 of Annual Report

Question No 5: Hon Ken Travers MLC asked –

- 5. I refer to page 54 of the PTA Annual Report and ask*
- a) What further rectification works for gas buses have been identified?*
 - b) Have negotiations between Mercedes Benz and the PTA been completed?*
 - c) When does the PTA expect a scope of works will be completed?*
 - d) When does the PTA expect the works to be fully implemented?*

Answer:

- (a) None.
- (b) No.
- (c) They have been completed.
- (d) End of 2014.

ESTIMATES AND FINANCIAL OPERATIONS COMMITTEE
QUESTIONS ON NOTICE SUPPLEMENTARY INFORMATION

Thursday, 7 November 2013

Public Transport Authority
Source: Page 24 of Annual Report

Question No 6: Hon Ken Travers MLC asked –

6. *I refer to WA Tender 2012085B - Provision of security services accredited rail services and ask;*

- (a) Can the Department provide a copy of this contract to the Committee?*
- (b) Is the \$134,316,507 estimated Total Value of the Contract calculated till the initial expiry date in 2017 or till the Final expiry date in 2023?*
- (c) How much of this estimated value is to employ contract security staff due to the number of Transit Officers being less than their approved FTE level?*
- (d) What is the total hourly cost of a casual security guard compared to a directly employed Transit Officer?*
- (e) Does the PTA expect the annual number of hours of contract workers provided under this contract to increase during the life of this contract? If yes by how much?*

Answer:

- (a)** Yes. However, the Public Transport Authority requests that the below pages of the Contract remain private due to the confidential nature of the tendered prices, which would negatively impact on the Contractor at the time of tender renewal as well as the commercial nature of negotiations held to reach final agreement on Special Conditions of Contract:
 - Schedule 2 - Schedule of Prices, Pages 21 to 27. Please note that the table below at part (d) outlining the total hourly cost of a Revenue Protection Officer is a direct excerpt from Page 21 of the Contract and therefore should also remain confidential.
 - Schedule 3 - Special Conditions of Contract, Pages 28 to 30.
- (b)** Yes, until the expiry date in 2023.
- (c)** \$109 824m, including GST and estimates price escalations. It should be noted that the following functions not provided by Public Transport Authority Transit Officers have been removed for the purpose of calculating the value of \$109 824m. Included are Revenue Protection and Senior/Supervisors. Excluded are Aboriginal Liaison officers, Static Guards, Nowergup MV Drivers, Locking & Unlocking of Gates and Cash Collection.

- (e) The Public Transport Authority does not expect the annual number of hours of contract workers provided under this Contract to increase based on current Transit Officer recruitment trends.



Government of **Western Australia**
Public Transport Authority

Contract

Provision of Security Services – Accredited Rail Services

CONTRACT NO. 2012085B

MSS Security Pty Ltd

ABN: 29 100 573 966

ACN: 100 573 966

**PUBLIC TRANSPORT AUTHORITY
MINOR SERVICES GENERAL CONDITIONS OF CONTRACT**

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FORMAL INSTRUMENT OF AGREEMENT

THIS CONTRACT is made on the 5 day of April 2013

BETWEEN:

PUBLIC TRANSPORT AUTHORITY OF WESTERN AUSTRALIA a body corporate constituted pursuant to the provisions of the Public Transport Authority Act 2003, Western Australia, and having its office at Public Transport Centre, West Parade, Perth in the State of Western Australia ("Public Transport Authority"); and:

MSS Security Pty Ltd of Suite 1, 235 Balcatta Road, Balcatta WA 6021 ("the Contractor"),

ACN: 100 573 966

ABN: 29 100 573 966

BACKGROUND:

Public Transport Authority is desirous that certain Services relating to Provision of Security Services - Accredited Rail Services being the Services as defined in the Contract should be performed and has accepted a tender by the Contractor for the performance of the Services.

AGREEMENT:

In consideration of their mutual promises, the parties agree:

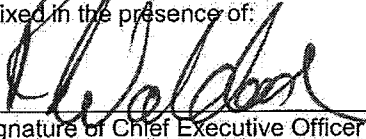
- 1) In this Contract, words and expressions have the same meanings as are respectively assigned to them in the General Conditions of Contract or elsewhere in the Contract.
- 2) The following documents comprise this Contract, namely:
 - a) the Formal Instrument of Agreement;
 - b) the Public Transport Authority Minor Services General Conditions of Contract; and
 - c) the Annexure to the General Conditions of Contract.
- 3) In consideration of the payment by Public Transport Authority to the Contractor of the Contract Price at the times and in the manner prescribed in the Contract, the Contractor covenants with Public Transport Authority to carry out the Services in conformity in all respects with the provisions of the Contract.
- 4) In consideration of the performance of the Services by the Contractor, Public Transport Authority covenants with the Contractor to pay to the Contractor the Contract Price at the times and in the manner prescribed by the Contract and observe any other obligations on its part contained in the Contract.

EXECUTED BY THE PARTIES AS AN AGREEMENT

The **COMMON SEAL** of the
PUBLIC TRANSPORT AUTHORITY
OF WESTERN AUSTRALIA is
affixed in the presence of:

)
)
)
)

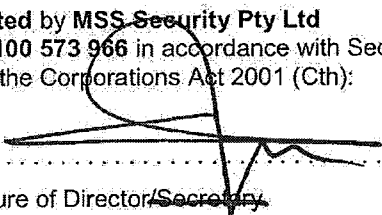
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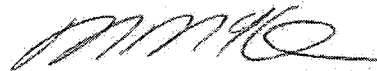
Signature of Chief Executive Officer

AND

Executed by **MSS Security Pty Ltd**
ACN: 100 573 966 in accordance with Section
127 of the Corporations Act 2001 (Cth):



Signature of Director/Secretary



Signature of Director

GEORGE CHW

Name (please print)

MICHAEL M'KINNON

Name (please print)

1 Definitions and Interpretation

1.1 Definitions

In the Contract, except where the context otherwise requires:

"Annexure" means the Annexure to these General Conditions;

"Confidential Information" means any knowledge, information or know-how, including intellectual property and related documentation pertaining to or concerning Public Transport Authority, including Public Transport Authority's business systems, customers, properties, assets and affairs, disclosed to the Contractor or which comes to the Contractor's knowledge or into its possession under or in connection with this Contract (irrespective of whether that knowledge, information or know-how is owned by Public Transport Authority or disclosed before or after the execution of the Contract);

"Contract" means this contract made up of the documents listed in the Formal Instrument of Agreement;

"Contract Price" means the price payable by Public Transport Authority for the Services and is the Contract Price described in the Schedule of Prices as may be varied under clause 24;

"Contractor" means the party so described in the Formal Instrument of Agreement and, where and to the extent the context permits, includes the Contractor's personal representatives, successors and permitted assigns, employees and permitted sub-contractors, consultants, agents and invitees;

"Environment Policy" means the Public Transport Authority's Environment Policy; a copy of such documentation is provided to the Contractor;

"General Conditions" means these General Conditions of Contract;

"Guidelines for Development of Safety Plans" means SCHEDULE 7 to the Annexure;

"Imported Content" is defined as the estimated duty paid value inclusive of the value of any services (e.g. overseas freight and insurance, software in computer Tenders, consultancy or engineering effort), or any charges of overseas origin, together with Customs clearing charges.

"Insurances" means the insurances described in and conforming to the requirements contained in SCHEDULE 5 to the Annexure and 'Insurance' has a corresponding meaning;

"Intellectual Property Right" means any patent, registered design, trademark or name, copyright or other protected right;

"Network Rules" means Public Transport Authority's Network Rules and Appendix to the Network Rules dated 2000 as revised from time to time;

"Occupational Health and Safety Requirements" means SCHEDULE 6 to the Annexure;

"Officer" means a person, appointed from time to time by Public Transport Authority, and notified in writing to the Contractor to act as Public Transport Authority's authorised representative for the purpose of the Contract and initially means the person so described in SCHEDULE 1 to the Annexure;

"Order" means a requirement in writing from the Officer to carry out any action in relation to the Services;

"Railway Safety Requirements" means SCHEDULE 8 to the Annexure;

"Schedule of Buy Local Commitments" means SCHEDULE 4 to the Annexure;

"Schedule of Prices" means SCHEDULE 2 to the Annexure;

"Security and Emergency Management Procedures" means Public Transport Authority's Security Policy and Procedures.

"Services" means the Services or works described in the Scope of Services and Specification in the Annexure to be performed by the Contractor under the terms of the Contract or, where the context permits, a part of the services or works and includes all incidental and ancillary services and works;

"Site" means any site at which the Services are to be executed as stated in SCHEDULE 1 to the Annexure;

"Tender Submission" means the offer submitted by the Contractor in response to the Request for Tender;

"Term" means the duration of the Contract as stated in SCHEDULE 1 to the Annexure;

Non defined terms commencing in uppercase have their apparent meanings.

1.2 Interpretation

In the Contract, unless the context otherwise requires:

- a) the words "include", "includes", "including" and other words introducing one or more examples of a thing are not to be construed as words of limitation;
- b) words indicating the singular include the plural and vice versa;
- c) words indicating a gender include any gender;
- d) reference to a person includes:
 - i) reference to a natural person, firm, any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency; and
 - ii) reference to the successors and permitted assigns of any of the entities mentioned in sub-clause i);
- e) reference to a body of any nature (other than a party to the Contract) which ceases to exist or whose powers or functions are transferred to any other body, refers to the body which replaces it or which substantially succeeds to its powers or functions;
- f) clause and other headings and marginal notes are for convenience only and do not affect interpretation of the Contract;
- g) reference to a part, clause, party, schedule, annexure or exhibit includes a reference to any part, clause, party, schedule, annexure (including any attachment described as an Annexure) or exhibit of the Contract in each case, if applicable, as amended in accordance with the Contract;
- h) reference to a sub-clause is a reference to a sub-clause of the clause in which the reference appears;
- i) reference to a document includes a reference to every agreement or deed which varies that document;
- j) reference to a thing (including a right or obligation) includes a part of that thing; and
- k) reference to a statute, regulation, proclamation, ordinance or by-law includes any statute, regulation, proclamation, ordinance or by-law varying, consolidating or replacing it, and a reference to a statute includes any regulation, proclamation, ordinance or by-law under the statute.

1.3 General

1.3.1 Except where otherwise provided:

- a) all documents and all communications between the parties must be in the English language;
- b) measurements and quantities must be in the metric units prescribed by the laws of Australia; and
- c) references to currency are to Australian currency.

1.3.2 The Contract contains the full and complete understanding of the parties and supersedes any agreement and any representation made or dated prior to the commencement of the Contract.

1.3.3 No provision of the Contract will be construed adversely to a party solely on the ground that it was responsible for the preparation of the Contract or that provision.

1.3.4 No waiver by or on behalf of a party of any breach of any provision of the Contract will take effect or be binding on that party unless it is expressed in writing under the authority of that party. Any waiver will extend only to the particular breach waived and will not limit or affect any right with respect to any other or further breach.

1.3.5 Any consent or approval of Public Transport Authority or the Officer required under the Contract must be in writing and may be given conditionally or unconditionally or withheld in each case in Public Transport Authority's or the Officer's absolute discretion unless otherwise expressly provided. If a consent or approval is given conditionally, the Contractor must comply with each condition. A consent or approval of one thing does not apply to any other thing. The grant of consent or approval by Public Transport Authority or the Officer does not in any way affect the obligations of the Contractor in respect of the subject of the consent or approval.

1.3.6 A variation of the Contract must be in writing and signed by the parties.

1.3.7 Where more than one person comprises a party, each person:

- a) is jointly and severally liable for the performance by that party of that party's obligations under the Contract; and
- b) must act jointly in relation to the exercise by that party of its rights under the Contract.

1.3.8 If any provision of the Contract is held invalid or unenforceable for any reason, the other provisions of the Contract will not be affected by the invalidity or unenforceability and will remain valid in all respects.

1.3.9 Unless a contrary intention is specifically expressed, no provision of the Contract limits any right of Public Transport Authority whether under the Contract or under any law.

1.3.10 Figured prevail over scaled dimensions in a discrepancy.

1.3.11 If a word is defined, another part of speech has a corresponding meaning.

1.4 Order of Precedence

Where applicable, the order of precedence in the interpretation of the Contract will be:

- a) The Formal Instrument of Agreement;
- b) SCHEDULE 3 – Special Conditions of Contract;
- c) SCHEDULE 5 – Particulars of Required Insurances;
- d) The General Conditions;
- e) SCHEDULE 1 – Particulars of Items Referred to in the General Conditions;
- f) SCHEDULE 2 – Schedule of Prices;
- g) other Schedules to the Annexure.

2 Contractor's General Obligations

- 2.1 The Contractor warrants that it is competent and has the necessary skills to perform the Services.
- 2.2 The Contractor must execute the Services for the duration of the Term in a conscientious and expeditious manner in accordance with the Contract and the best practices of the related trades to the satisfaction of the Officer.
- 2.3 Except where otherwise stated in SCHEDULE 1 to the Annexure, the Contractor must provide all materials, labour, plant, equipment, tools, fuels, oils, accommodation, meals and everything whether of a temporary or a permanent nature required and suitable for the execution of the Services.

3 Requirements of Statutes and Rules for Railway Safety

- 3.1 The Contractor must comply with the provisions of all relevant Acts of Parliament, regulations, by-laws, orders, rules, policies, procedures, codes of conduct, workplace agreements or awards and all requirements of any applicable authority in force in the place where the Services are to be executed and which relate to the Services and must pay all related fees or charges.
- 3.2 Unless and to the extent Public Transport Authority approves an exemption in writing, the Contractor must comply with all requirements of the Network Rules and the procedures set out relative to undertaking work on or about Public Transport Authority's property.
- 3.3 Contractors and subcontractors engaged in the Services for Public Transport Authority, or when working on or about Public Transport Authority's property, must familiarise themselves with the requirements of the Rail Safety Act 2010 and Rail Safety Regulations 2011 and ensure that they comply with those elements that impact upon the Services.
- 3.4 Where the Contractor is engaged to carry out rail safety related activities and has responsibilities to manage rail safety processes and activities, the Contractor must comply with Public Transport Authority's Railway Safety Requirements.

4 Occupational Health and Safety Requirements

The Contractor must comply with Public Transport Authority's Occupational Health and Safety Requirements and Contractor's Safety Plans.

5 Security and Emergency Management

The Contractor must comply with Public Transport Authority's Security and Emergency Management Procedures.

- 5.1 The Contractor shall establish, document, implement and maintain security and emergency management procedures appropriate for the work under Contract, that where applicable and practicable, align with the Public Transport Authority's Security and Emergency Management Procedures.
- 5.2 The Contractor must manage all company Security incidents and emergencies in accordance with its security and emergency management procedures.
- 5.3 The Contractor must agree to allow Public Transport Authority personnel to inspect its work environment on an as required basis.

6 Environmental Management Requirements

- 6.1 Contractors and subcontractors working on or about Railway Property
 - 6.1.1 The Contractor must comply with Public Transport Authority's Environment Policy as amended from time to time and other specific requirements which are set out in this Contract.
 - 6.1.2 The Contractor must comply with all applicable environmental laws, regulations, codes of practice and standards.
 - 6.1.3 Environmental aspects to be considered include noise, vibration, atmospheric emissions, soil and water contamination, flora, fauna, drainage and hydrology, visual intrusion, waste disposal, heritage and social impacts.
 - 6.1.4 Where environmental risks are identified that are not covered by existing laws or regulations, or where it is deemed the requirements of law or regulation do not offer sufficient protection to the environment, the Contractor must apply environmental performance standards based on:
 - a) an assessment of environmental impacts or its operations;
 - b) relevant international standards and best practice; and
 - c) environmental risk management principles.
 - 6.1.5 The Contractor must ensure subcontractors, consultants and suppliers are aware of and comply with this clause.
 - 6.1.6 The Contractor must ensure that any new plant, equipment or processes used to complete the Services will be designed or selected to take into account any likely changes in environmental standards which may evolve in the future.
 - 6.1.7 The Contractor must institute environmental management systems and procedures to identify, assess, control and minimise environmental risks arising from its operations, designs and services, which are consistent with Public Transport Authority's Environmental Policy and Objectives, and which include:
 - a) consultation with the community where activities have a potential to adversely impact on their local environment;
 - b) development of environmental emergency response plans to respond to potential environmental risks from its operations;
 - c) immediate advice to Public Transport Authority of any environmental incident which occurs on Public Transport Authority's property; and
 - d) monitoring and auditing of environmental performance to ensure compliance with Public Transport Authority's requirements and take corrective action if required.
 - 6.1.8 The Contractor will have access to Public Transport Authority's Environment Policy upon request.
- 6.2 Contractors and sub-contractors **not working** on or about Railway Property
 - 6.2.1 The Contractor must comply with all applicable environmental laws, regulations, codes of practice and standards relevant to the Works associated with this Contract.
 - 6.2.2 The Contractor must have environmental management systems and procedures in place to identify, assess, control and minimise environmental risks arising from activities, products or services associated with this Contract.
 - 6.2.3 The Contractor must ensure that any new plant, equipment or processes supplied under this Contract will be designed or selected to comply with Public Transport Authority's Environment Policy as amended from time to time and also take into account any likely or foreseeable changes in environmental standards which may evolve in the future.

7 Quality Assurance

The Contractor must maintain and carry out Quality Assurance activities generally in accordance with the standard specified in SCHEDULE 1 to the Annexure, sufficient to ensure that the Services are provided in accordance with the requirements of the Contract.

8 Audits by Public Transport Authority

- 8.1 The Public Transport Authority may conduct or arrange for audits during the course of the Contract. The purpose of these audits is to determine that contractual arrangements are being complied with. These arrangements include the following:
- a) Quality, including quality management and product quality issues;
 - b) Occupational Health and Safety;
 - c) Railway Safety;
 - d) Environmental issues;
 - e) Buy Local commitments; and
 - f) Standards and conditions of employment referred to in clause 34.
- 8.2 These audits could be of a scheduled or unscheduled nature, as determined by Public Transport Authority, and can include the Services being performed by the Contractor or any subcontractor, supplier, consultant or agent ("agents") of the Contractor.
- 8.3 The Contractor and its agents must make available suitable management representatives and guides to enable Public Transport Authority's auditors to perform the audits.
- 8.4 The Contractor and its agents must grant Public Transport Authority's auditors full access to required records, documentation and to the locations where the Services are being performed.
- 8.5 Unless the Officer has suitable facilities available, the Contractor and its agents must make available suitable offices of appropriate privacy, with telephone, facsimile and photocopying facilities for the use of Public Transport Authority's auditors during the audit.
- 8.6 The audit methodology will generally be in accordance with AS/NZS ISO 19011:2003. Public Transport Authority's auditors will report non compliances with contractual arrangements to the Contractor by issue of a written report. The Contractor is required to acknowledge the non compliance by signing the report and immediately returning a copy to Public Transport Authority's auditors. The Contractor must respond in writing to Public Transport Authority's auditors within five working days of the date of issue of the report, detailing the Contractor's proposed actions. The response must contain at least the following information:
- a) proposal for disposition, namely rectification of the non compliance;
 - b) identification of the root cause of the non compliance; and
 - c) corrective action to be taken to eliminate or minimise the recurrence of further non compliance.
- 8.7 Completion dates for the proposed actions must be stated by the Contractor in its response. These completion dates must reflect a timely response having regard to the magnitude of the non compliance and the risk of further recurrence.
- 8.8 If the response provided is not satisfactory, Public Transport Authority's auditors may require the Contractor to provide a revised response which properly addresses the non compliances.
- 8.9 The Contractor's proposed actions must be completed within a maximum period of 20 working days from the date of issue of Public Transport Authority's auditors' report. Longer periods may be agreed with Public Transport Authority.
- 8.10 Public Transport Authority's auditors may verify the Contractor's proposed actions by repeat audit, further witnessing or review of documents that the proposed actions have been satisfactorily completed.
- 8.11 Non compliance or non compliances determined under this clause may be deemed by the Officer (acting reasonably) to be a substantial breach of Contract.

9 Code of Practice

The Contractor must act in accordance with the Code of Practice for the Building and Construction Industry in Western Australia.

10 Priority Start – Building

Not Applicable.

11 Buy Local Commitments

- 11.1 The Contractor warrants that it will meet in full the commitments given by it in the Schedule of Buy Local Commitments in relation to the Buy Local Policy.
- 11.2 At any time during the Contract, the Contractor may be required to provide to the Officer information confirming compliance with the commitments given in the Schedule of Buy Local Commitments.
- 11.3 If the information given by the Contractor under this clause indicates that full compliance with the Buy Local Policy commitments may not be achieved, the Contractor must submit to the Officer for approval details of how it proposes full compliance will be achieved.
- 11.4 Failure to achieve full compliance may, at the sole discretion of Public Transport Authority, render the Contractor liable to Public Transport Authority for damages up to the value of, as applicable:
- a) commitments made in relation to Western Australian local content but not met; and
 - b) the price impost which would have been imposed in evaluating the Contractor's Tender in relation to imported goods used above the limit committed.

12 Indemnities and Exclusions

- 12.1 Subject to clauses 12.2 and 12.4, the Contractor must indemnify Public Transport Authority against any liability, loss or expense incurred in respect of:
- a) loss of, or damage to, or loss of use of any property of Public Transport Authority; and
 - b) any claim by any person against Public Transport Authority in respect of:
 - i) personal injury, death, disease or illness (including mental illness); or
 - ii) loss of, or damage to, or loss of use of, property,
- arising out of or as a consequence of an act or omission of the Contractor or its officers, employees, agents or sub-contractors where the act or omission is in breach of statute, unlawful, tortious or in breach of the Contract.
- 12.2 The indemnity in sub-clause 12.1 a) is limited to \$20,000,000.
- 12.3 The Contractor's liability in clause 12.1 is reduced proportionally to the extent that any negligent act or omission of Public Transport Authority or its employees or agents has contributed to the loss, loss of use, damage, injury, death, disease or illness (including mental illness).
- 12.4 Clause 12.1 does not lessen or otherwise affect the Contractor's or Public Transport Authority's other rights and obligations under the Contract or the general law.
- 12.5 The parties agree that, subject to paragraph 12.6 below, Part 1F of the *Civil Liability Act 2002* (WA) is excluded from operation with respect to any dispute, claim, action or other matter brought by any party against another arising out of or in connection with the *Contract*.
- 12.6 Part 1F of the *Civil Liability Act 2002* (WA) applies to the extent that a third party (other than a person engaged by or through the Contractor or its sub-consultants, contractors, or agents) is responsible in part or in full for any loss, damage, cost or expense the subject of any dispute, claim, action or matter arising out of or in connection with the contract.
- 12.7 The indemnity in clause 12.1 survives the termination of the Contract.
- 12.8 Limitation of Liability
- 12.8.1 Subject to the limitations or exceptions set out in sub clause 12.8.2 below, each party excludes the other party from all liability, whether in statute, contract, tort or otherwise, for any loss of profit or revenue, loss of use or opportunity or loss of contract.
- 12.8.2 The following are not excluded from the operation of sub clause 12.8.1;
- a) any statutory liability that is not capable of exclusion by law;
 - b) any loss, damage, cost or expense suffered by a party arising from a breach by the other party of the confidentiality obligations imposed on the other party by this Contract;
 - c) any liability that a party to this Contract may have directly to a third party

- d) any sums recovered or Potentially Recoverable under an insurance policy affected by the defaulting party pursuant to this Contract for loss of profits or revenue, loss of use of opportunity or loss of contract by the non-defaulting party;
- e) costs incurred by the PTA for:
 - i. providing replacement bus services if the contractor's conduct results in delay or disruption to the PTA's public passenger transport services;
 - ii. implementing and performing additional work regarding a service failure;
 - iii. overtime, straight time and related expenses and allocated overhead (including travel, lodging, wages) as a result of a failure by the Contractor to perform;
 - iv. costs of restructuring or reloading data; and
 - v. payments or penalties imposed by a government or government agency as a result of a failure to comply with legislative requirements.
- f) any liquidated damages payable by the Contractor to the Principal / PTA as otherwise specified in this Contract.

In this clause:

"Policy" means one or more insurance policies that a party has or should have effected under this Contract

"Potentially Recoverable" means any amount that would have been recoverable under a Policy if it had not been for an act or omission of the liable party, including a failure to effect or maintain a Policy or to make or pursue a claim under the applicable Policy.

13 Intellectual Property Warranties and Indemnity

- 13.1 Public Transport Authority warrants that to the best of its knowledge and belief the design, materials, documents and methods of working provided by it for the purposes of the Contract will not infringe any Intellectual Property Rights.
- 13.2 The Contractor warrants that any design, materials, documents and methods of working, each provided by the Contractor, will not infringe any Intellectual Property Right.
- 13.3 The Contractor must indemnify Public Transport Authority against any cost, damage, expense, loss or other liability relating to any action, suit, claim or proceeding in respect of any royalty or relating to any infringement of any Intellectual Property Right in each case arising out of, or as a consequence of, the use of design, materials, documents and methods of working:
 - a) provided by the Contractor; or
 - b) provided by Public Transport Authority but only to the extent the Contractor was aware, or ought to have been aware, that the design, materials, documents or methods of working would infringe an Intellectual Property Right.

14 Insurances

- 14.1 The Contractor must comply with the Insurances.
- 14.2 Requirements in respect of Insurances do not limit the Contractor's other liabilities under the Contract or prohibit the Contractor from insuring for sums or risks greater than those set out in SCHEDULE 5.
- 14.3 Public Transport Authority makes no representation or warranty that:
 - a) any insurance effected by Public Transport Authority to cover the Contractor, sub-contractors or any other person; or
 - b) any of the Insurances,will be adequate to cover all or any aspects of the risks associated with the Contract.
- 14.4 Any event which does or could potentially give rise to a material claim under the Insurances must be reported to Public Transport Authority in accordance with the following procedures:
 - a) An event which, but for the intervention of some fortuitous occurrence would have given rise to a claim, is to be treated as if it were an event which could potentially give rise to a claim.
 - b) The Contractor must give immediate verbal notice to an appropriate officer of Public Transport Authority followed by detailed written notice to Public Transport Authority given within two days of the occurrence of the event.

- c) The Contractor must comply with all applicable requirements of the relevant Insurance policy in respect of the event and any claim.
 - d) The Contractor must provide Public Transport Authority with further reports in relation to the claim without delay and do such other things as may be reasonably required by Public Transport Authority from time to time.
- 14.5 If the Contractor fails to carry out any of its obligations under clause 14, Public Transport Authority may, without limiting its other rights, suspend or terminate any right the Contractor or its sub-contractors or invitees may have to enter any property of Public Transport Authority for the purpose of carrying out the Contractor's obligations under the Contract.
- 14.6 If Public Transport Authority, in exercise of its rights under clause 14.5, suspends the right of any person to enter any property of Public Transport Authority and the person fails to depart from that property, the person will become a trespasser.
- 14.7 The Contractor's strict compliance with clause 5.1a) and 5.2 of SCHEDULE 5 will be a condition precedent to the Contractor being entitled to make any claim for payment or receive any payment under the Contract at any time.

15 Assignment and Sub-contracting

- 15.1 The Contractor must not sub-contract the whole of the Services and must not assign the Contract or assign, mortgage, charge or encumber any of the monies payable under the Contract or any other benefit arising under the Contract.
- 15.2 The Contractor must not sub-contract any part of the Services without the prior written consent of the Officer.
- 15.3 If the Contractor sub-contracts any part of the Services under clause 15.2, the Contractor must ensure that the sub-contract contains an obligation on the part of the sub-contractor to comply with this Contract in connection with the performance of the Services under the sub-contract and not to do or omit anything which results in the Contractor being in breach of this Contract.
- 15.4 The consent of the Officer under clause 15.2 does not relieve the Contractor from any liability or obligation under the Contract.

16 Commencement

- 16.1 Subject to clauses 4 and 6 of these General Conditions and clause 5.1a) of SCHEDULE 5 the Contractor must commence the Services by the date of commencement stated in SCHEDULE 1 to the Annexure and, unless otherwise stated in the Contract, the Contractor must give three days' notice to the Officer before commencing the Services.
- 16.2 An entitlement of the Contractor under the Contract to occupy any of Public Transport Authority's property does not give rise to a right to exclusive possession.

17 Materials and Work

- 17.1 Except to the extent legally or physically impossible, the Contractor must execute the Services in strict conformity with the Contract and the Officer's Orders on any matter touching or concerning the Services or the property or employees of Public Transport Authority.
- 17.2 All materials and work including all safety or warning equipment must be consistent with the nature and character of the Services and of a kind suitable for its purpose and in conformity with the Contract. If not described in the Contract, materials and work must be in accordance with the relevant Australian standard or, if there is no relevant Australian standard, the standard as directed by the Officer in an Order.
- 17.3 The ownership of plant and materials that are supplied to the Site by the Contractor as part of the Services passes to Public Transport Authority upon the first to occur of:
- a) payment by the Public Transport Authority for the plant or materials; or
 - b) the plant or materials becoming fixtures.
- 17.4 All Contractor's plant, equipment or facilities must be operated and maintained in a safe manner by appropriately trained and competent operators. All safety and warning devices that form part of the plant, equipment or facilities must be used and functional.
- 17.5 If the Officer:
- a) is of the opinion that any aspect of the Services fails to comply with the Contract;

- b) detects any defects during the warranty period referred to in SCHEDULE 1 to the Annexure; or
 - c) is dissatisfied with any safety precautions,
- the Officer may give an Order requiring removal or correction at the Contractor's own expense.

17.6 The Contractor is solely liable for the care of the Services including all associated materials until the Officer certifies that the whole of the Services have been satisfactorily completed by the Contractor. After the Officer certifies the whole of the Services, the Contractor is solely liable for the care of outstanding Services and items to be removed from Site until completion of the outstanding Services or removal of the item.

18 Testing of Materials and Work

- 18.1 Materials and work are subject to such tests as are required by the Contract or as may be reasonably directed by the Officer in an Order to establish the conformity of materials and workmanship with the Contract.
- 18.2 Except as otherwise stated in SCHEDULE 1 to the Annexure, the work of testing and the related cost is the responsibility of the Contractor.

19 Default of Contractor

If the Contractor fails to comply with any Order of the Officer under the Contract, the Officer may, after the expiry of three days following the default, do or cause to be done all acts which may be necessary in order to ensure compliance. All costs incurred must be paid by the Contractor within five days following written demand by the Officer.

20 Representative of the Officer

- 20.1 The Officer may appoint any other person as representative of the Officer to perform any of the functions of the Officer and the Contractor must:
- a) permit any such person to inspect the Services performed and any documentation related to the Contractor's obligations under the Contract; and
 - b) comply with all lawful directions of that person.
- 20.2 Orders of the Officer's representative given to the Contractor are regarded as Orders given to the Contractor by the Officer.

21 Contractor's Representative

The Contractor must personally direct the execution of the Services or have on the Site a competent representative as nominated from time to time to the Officer to supervise the execution of the Services and liaise with the Officer in all matters related to the Contract.

22 Interference with Public

All operations involving the execution of the Services must, except where otherwise permitted by the Officer, be carried on so as not to interfere with the public convenience or the access to, use and occupation of the property of Public Transport Authority, public or private roads and footpaths, Crown lands or adjoining public or private properties.

23 Provisional Sums and Items

- 23.1 Every provisional sum or item included in the Schedule of Prices together with the charges and profits (if any) which relate to that sum or item under the Contract will be deducted from the Contract Price.
- 23.2 If Services to which a provisional sum or item relates have been directed by the Officer in an Order and executed by the Contractor, the value of the Services so executed, valued in accordance with clause 24, will be added to the Contract Price.

24 Variations

- 24.1 The Officer may Order any variation to the scope, timing, form, quality or quantity of the Services which in the Officer's opinion is necessary and the value of the variation will be taken into account in determining the final Contract Price.
- 24.2 All Services to which clause 24.1 applies must be valued at the applicable rates or prices referred to in the Schedule of Prices. If the Schedule of Prices does not contain any applicable rates or prices or those tendered are not applicable to the varied Services, reasonable rates or prices must be agreed between the Officer and the Contractor, failing which the rates or prices will be determined solely by the Officer.

- 24.3 No variation to the Services will vitiate the Contract and no variation may be made by the Contractor without an Order.

25 Time for Completion

- 25.1 Services under the Contract must be supplied punctually at or within the time stated in the Contract or applicable Order (and in this respect time is of the essence of the Contract) subject to any extensions of time which may be granted by the Officer.
- 25.2 The Contractor may apply in writing, within 14 days of the occurrence of any action or event not attributable to the act or default of the Contractor, for an extension of time, stating the matters involved.
- 25.3 On receipt of an application under clause 25.2 within the prescribed time, but not otherwise, the Officer must in the Officer's absolute discretion determine whether an extension be granted and, if granted, the length of the extension.

26 Rise and Fall in Costs

Unless otherwise stated in the Contract, the Contract Price is not subject to adjustment for rise and fall in costs.

27 Payments

- 27.1 Unless otherwise stated in SCHEDULE 1 to the Annexure and subject to the General Conditions, the Contractor will be entitled at intervals of not less than one month to submit to the Officer a claim for payment for the value of Services performed under the Contract. The Contractor's claim for payment must be in writing and must itemise and describe the Services that the Contractor has performed and to which the claim relates in sufficient detail for the Officer to assess the claim.
- 27.2 Public Transport Authority must, within 30 days of receipt by the Officer of a claim for payment under clause 27.1, make payment to the Contractor equal to the value of Services performed under the Contract as determined by the Officer in accordance with the Schedule of Prices.
- 27.3 The Officer must give the Contractor details of the calculations used to determine the amount of the payment under clause 27.2.
- 27.4 Public Transport Authority may deduct from monies due to the Contractor under clause 27.2, any monies due from the Contractor to Public Transport Authority under the Contract or on any other account.
- 27.5 Interest at the rate of 5% per annum is to be paid on any monies overdue under the Contract. Interest is payable from (but excluding) the date payment is due to (and including) the date of payment.
- 27.6 Public Transport Authority will make contractor payments by direct credit to contractor's nominated bank account. Public Transport Authority will not split invoice payments across multiple bank accounts.
- 27.7 It is the responsibility of the contractor to advise Public Transport Authority in writing of changes in contractor bank account details.

28 Construction Contracts Act

- 28.1 This clause will apply only to the extent that the *Construction Contracts Act 2004* ("CCA") applies to the Contract.
- 28.2 Expressions defined or used in the CCA have the same meaning for the purposes of this clause (unless the context otherwise requires).
- 28.3 The Contractor must:
- a) when it gives to Public Transport Authority any application or notice under the CCA immediately give a copy of that application or notice to the Officer; and
 - b) when it receives an application or notice under the CCA relating to the Services from any third party (including any subcontractor), give a copy of that application or notice to both Public Transport Authority and the Officer.
- 28.4 For the purposes of Part 3 of the CCA the adjudicator to determine any dispute between the parties to the contract is to be a person nominated by the prescribed appointer, and that the parties appoint the Institute of Arbitrators and Mediators Australia (Western Australian Chapter) as the prescribed appointor for the Contract.
- 28.5 Nothing in the Contract must be construed to:

- a) make any act or omission of Public Transport Authority in contravention of the CCA (including failure to pay an amount becoming due under the CCA) a breach of the Contract (unless Public Transport Authority would have been in breach of the Contract had the CCA had no application); or
 - b) give to the Contractor rights or remedies under the Contract which extend or are in addition to rights or remedies given to the Contractor by the CCA in respect of any act or omission of Public Transport Authority in contravention of the CCA.
- 28.6 If the Contractor at any time is entitled to and does suspend the whole or any part of the Services under the CCA, despite any other provision of the Contract:
- a) the suspension will be an event entitling the Contractor to apply for an extension of time under clause 24.2;
 - b) except as expressly provided in paragraph (a), clause 30.5 will apply; and
 - c) except to the extent (if any) expressly provided under the CCA, Public Transport Authority will not be liable for any costs, expenses, damages, losses or other liability whatsoever suffered or incurred by the Contractor as a result of the suspension.
- 28.7 If any subcontractor at any time suspends the provision by it of work, services, materials or other things (which form part of the Services) or takes any other action under the CCA, despite any other provision of the Contract:
- a) the Contractor will not be relieved of any of its obligations under the Contract and the suspension or other action by the subcontractor will not entitle the Contractor to any claim against Public Transport Authority (including for any extension of time under clause 25); and
 - b) the Contractor must immediately provide to Public Transport Authority full details of the circumstances giving rise to the subcontractor's right or alleged right to suspend or take other action.

29 Termination

- 29.1 If the Officer certifies to the Contractor that the Contractor has:
- a) failed to commence the Services by the date of commencement stated in the Annexure;
 - b) failed to execute the Services at a rate of progress satisfactory to the Officer;
 - c) neglected or omitted to execute any instruction of the Officer;
 - d) intimated that the Contractor is unwilling or unable to complete the Services; or
 - e) committed an act of bankruptcy or, being a company, has become insolvent or has an order made or a resolution is effectively passed for its winding up (other than for the purposes of amalgamation or reconstruction),
- the Officer may, by giving seven days' notice in writing to the Contractor, terminate the Contract.
- 29.2 Nothing in clause 29.1 affects any other rights which Public Transport Authority may have against the Contractor including any claim for damages.
- 29.3 Public Transport Authority may terminate the Contract in total or as to any part of the Services without cause by giving to the Contractor seven days notice in writing setting forth the extent of the termination and the effective date of the termination. The right of Public Transport Authority to terminate the Contract may be exercised at any time and for any reason and without the necessity to have regard to the Contractor's economic interests or any expectations it may have had at the time of entering into the Contract or at any time thereafter. This right may be exercised in the absolute discretion of Public Transport Authority regardless of whether Public Transport Authority proposes that Services under the Contract will cease or will be continued by Public Transport Authority or by another contractor.
- 29.4 If Public Transport Authority terminates the Contract under clause 29.3, Public Transport Authority will:
- a) after consultation with the Contractor, assess and pay to the Contractor an amount which Public Transport Authority, in its absolute discretion, considers to be fair and reasonable compensation for loss to the Contractor as a consequence of the termination; and
 - b) in no event be liable to the Contractor for loss of profit or any other consequential loss or damages arising out of termination of the Contract except reasonable costs as provided in clause 29.4a).

30 Notification of Claims

- 30.1 It is a condition precedent to the Contractor being entitled to make, and to Public Transport Authority being liable to meet, any claim under the Contract that the claim together with supporting particulars is in

writing and given to the Officer not later than 14 days after the date of the occurrence of the events or circumstances on which the claim is based.

- 30.2 Clause 30.1 does not apply to routine claims under the Contract for which payment is to be made under clause 27.

31 Dispute Resolution

- 31.1 Subject to clause 31.2, if any dispute or difference arises between Public Transport Authority or the Officer on behalf of Public Transport Authority and the Contractor as to any matter arising out of the Contract, the Contractor and Public Transport Authority must use all reasonable endeavours, in good faith, to settle the dispute by discussion and negotiation within 14 days of one party advising the other party in writing that a dispute exists ("notice of dispute"), or within such other period as may be agreed between the parties.
- 31.2 The *Construction Contracts Act 2004* ("CCA") will have the following impact on this clause 31:
- a) an application for adjudication under Part 3 of the CCA will not be considered a notice of dispute under clause 31.1;
 - b) if a notice of dispute is given under clause 31.1 and the dispute the subject of that notice is, or subsequently becomes, the subject of an application for adjudication under Part 3 of the CCA, the operation of this clause 31 will be stayed in relation to that dispute until such time as the application is dismissed or determined under the CCA; and
 - c) if a determination is made pursuant to Part 3 of the CCA, or the application is dismissed, this clause 31 will have no application in relation to the dispute the subject of that determination or dismissal and either party may commence court proceedings relating to the dispute.
- 31.3 If the dispute is not resolved within the period in clause 31.1, the parties must endeavour to settle the dispute by independent mediation.
- 31.4 If a mediator is not jointly appointed within seven days of the end of the period in clause 31.1, either party may request the State Chair of the Institute of Arbitrators and Mediators Australia to appoint a mediator independent of the parties and, if necessary, determine the rules for the conduct of the mediation and the payment of the mediator's fees.
- 31.5 If the dispute is not resolved within 21 days of the appointment of the mediator, either party may then, but not earlier, commence proceedings relating to the dispute in any court of competent jurisdiction.
- 31.6 Subject to section 42 of the CCA, each party must continue to perform its obligations under the Contract even though a dispute exists.
- 31.7 This clause survives termination of the Contract.

32 General

- 32.1 An obligation contained in the Contract is an obligation of the Contractor unless expressed to be an obligation of Public Transport Authority or the Officer.
- 32.2 The Contractor remains fully responsible for the performance of its obligations irrespective of any approval, inspection or acceptance by or on behalf of Public Transport Authority.
- 32.3 Any notice or document to be given to or served on the Contractor under the Contract must be in writing and must be either handed to the Contractor, or left at, or sent by prepaid post to, the address stated in the Contract and will be regarded as given or served at the time it is handed to the Contractor, or on the date it is left at the address (provided that if that date is not a business day, it will be regarded as served on the next business day) or two business days after the date of posting.
- 32.4 The Contract is governed by the laws of the State of Western Australia and, with respect to any proceeding, claim, action or demand under or arising out of the Contract, the parties submit to the non exclusive jurisdiction of courts exercising jurisdiction in that state.
- 32.5 Nothing in the Contract constitutes the relationship of partnership or employer and employee between the parties.
- 32.6 The Contractor acknowledges that no warranty has been made by or on behalf of Public Transport Authority in respect of any matter affecting the Services except any express warranty contained in the Contract.

33 Contract Documents

33.1 Confidentiality

- a) Subject to clause 33.1b), the Contractor must:
 - i) keep confidential the terms of this Contract and any information relating to the Contract including the discussions and negotiations leading to this Contract; and
 - ii) ensure that each of its officers, employees, subcontractors and consultants complies with the terms of clause 33.1a)i).
- b) The Contractor is not obliged to keep confidential any information:
 - i) which is otherwise in the public domain through no default of the Contractor; or
 - ii) the disclosure of which is:
 - a) required by law;
 - b) given with the prior written consent of the Public Transport Authority; or
 - c) given to a court in the course of proceedings to which the Contractor is a party.
- c) This subclause does not prohibit disclosure of any part of this *Contract* or information in respect of this *Contract* to any party's financier, legal or professional adviser if that adviser agrees to keep this *Contract* and all information in respect of this *Contract* confidential.
- d) This subclause remains in force after all other obligations under this *Contract* have expired.

33.2 Media and Advertising

- a) The Contractor must not disclose any information concerning the Contract for distribution through any communications media without the Officer's prior approval. The Contractor must refer to the Officer any inquiries from any media concerning the Contract.
- b) The Contractor must not allow any advertisement to be exhibited on the Site without the Officer's prior approval.

33.3 Assistance by Contractor

- a) The Contractor must provide all reasonable assistance to the Public Transport Authority and its agents in seeking to meet its legal and public obligations as related to the Contract.
- b) The Contractor must provide all reasonable advice and documentation to enable Public Transport Authority to respond to any inquiry by an Authority in any way related to the Contract.
- c) The Contractor must, where required attend:
 - i) any hearings or proceedings for the recovery of moneys payable by others for repair or damage caused to the Site; and
 - ii) hearings or meetings to enable matters arising under the Contract or in connection with the Contract to be heard and settled.

33.4 Disclosure of Tender Submission

- a) The Contractor agrees and acknowledges that its Tender Submission is subject to the Freedom of Information Act 1992 (WA) and may also be disclosed by the Public Transport Authority or the State under a court order or upon request by Parliament or any committee of Parliament or if otherwise required by law.
- b) By submitting a Tender Submission, the Contractor releases the Public Transport Authority and the State from all liability whatsoever for any loss, injury, damage, liability, costs or expense resulting from the disclosure of its Tender Submission under this clause by the Public Transport Authority or the State.
- c) The Contractor agrees and acknowledges that the powers and responsibilities of the Auditor General for the State under the Financial Management Act 2006 and the Auditor General's Act 2006 are not affected in any way by the Request for Tender.
- d) Subject to this clause and to the provisions of the Financial Management Act 2006 and the Auditor General's Act 2006, the Public Transport Authority will not make public any part of the Tender Submission that the Contractor expressly and reasonably nominates in its Tender Submission as confidential. However, the Public Transport Authority may require the Contractor to withdraw any claim to confidentiality in respect of any part of the Tender Submission as a condition of Award of the Contract.

34 Minimum Standards and Conditions of Employment

- 34.1 To the extent the Contractor's employees are engaged in the performance of the Services, the remuneration and terms of employment of each employee for the duration of the Contract must be consistent with the remuneration and terms of employment applicable to the Security Services – Rail contract as expressed in awards and agreements and any code of practice that may apply to that contract.
- 34.2 If the Contractor enters into any subcontract in relation to the performance of the Services by the Contractor, the Contractor must ensure that it is a term of the subcontract that the remuneration and terms of employment of any employee employed by the subcontractor for the performance of the subcontract will be, for the duration of the subcontract, the remuneration and terms of employment applicable to the Security Services – Rail contract as expressed in awards and agreements and any code of practice that may apply to a particular industry.

ANNEXURE TO PUBLIC TRANSPORT AUTHORITY MINOR SERVICES GENERAL CONDITIONS OF CONTRACT

This Annexure comprises the following attached Schedules:

SCHEDULE 1 PARTICULARS OF ITEMS REFERRED TO IN THE GENERAL CONDITIONS	20
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SCHEDULE 1

PARTICULARS OF ITEMS REFERRED TO IN THE GENERAL CONDITIONS

The Officer for the Contract (Clause 1.1)	Revenue Protection, Casual Guards, Cash Collection and station services - Director Security Services, Transperth Train Operations Division
The Site where the Services are to be carried out (Clause 1.1)	Various locations as per clause 3 of Schedule 9
The Term of the Contract (Clause 1.1)	The Contract Term will be from the Date of Commencement to the 30 March 2017, with two (2) options to extend for a further three (3) year periods such that the maximum contract period does not exceed ten (10) years at the Public Transport Authority's sole discretion.
Materials, labour, plant and equipment not to be provided by the Contractor (Clause 2.3)	As per clauses 2, 3 and 4 of Schedule 9.
Quality Assurance Standard (Clause 7)	A management system certified as complying with the requirements of AS/NZS ISO 9001:2008 – Quality Management Systems.
Date of Commencement (Clause 16)	Date of Contract.
Warranty Period on Materials and Work (Clause 17.5b)	Not Used
Testing not the responsibility of the Contractor (Clause 18)	Not Used
Minimum intervals between claims for payment if not one month (Clause 27)	Not Used

SCHEDULE 4 SCHEDULE OF BUY LOCAL COMMITMENTS

Australian, New Zealand, United States or Chilean content receives a price preference when in direct competition with imported goods and services. This preference is applied in the form of an impost on imported content.

Details of the preferences and how they are applied are documented in the Buy Local policy available from the State Supply Commission.

Imported Content

- 1) Suppliers are required to declare the value of any portion of their bid that comprises goods and services which have been imported from another country, excluding New Zealand, the United States or Chile. Please list details of any goods and services included in your bid that have been imported into Australia (attach additional list if required).

Goods/Service Description	Country of Origin	Value \$
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_____	_____	_____
_____	_____	_____

Total Value of Imported Content:

\$ Nil

SCHEDULE 5 PARTICULARS OF REQUIRED INSURANCES

1 PUBLIC LIABILITY INSURANCE

1.1 Contractor's Obligation to Maintain

The Contractor must maintain or effect and maintain a public liability insurance policy that provides cover in relation to liability arising out of any claim by any person (including the Public Transport Authority) in respect of:

- a) personal injury, death, disease or illness (including mental illness); and
- b) loss of, or damage to, or loss of use of property, arising out of or in relation to the Services.

1.2 Terms of the Policy

The public liability insurance policy must:

- a) cover the Contractor, their respective representatives, agents and employees for its respective rights, interests and liabilities;
- b) cover each of the Public Transport Authority and the Officer in respect of any liability arising out of any act or omission of the Contractor, or any subcontractor or of their respective representatives, agents or employees;
- c) include cover for unregistered vehicles, plant and machinery;
- d) have a limit of cover in respect of any one occurrence at least equal \$10,000,000 and unlimited in the aggregate any one Period of Insurance; and
- e) include cover against liability for sudden and accidental pollution.

1.3 Period of Cover

The Contractor must, from the time it commences the Services, maintain continuous cover under the public liability insurance policy or a replacement policy in the same material terms until the time expiration of the later of the Term and any warranty period referred to in SCHEDULE 1 to the Annexure.

2 PRODUCT LIABILITY INSURANCE

Not Applicable.

3 WORKERS COMPENSATION INSURANCE

3.1 Contractor's Obligation to Maintain

The Contractor must maintain or effect and maintain, and ensure that each of its subcontractors maintains or effects and maintains, a policy that provides or policies that together provide cover:

- a) in respect of any injury, damage, expense, loss or liability suffered or incurred by any person engaged in the Services (or their dependants) giving rise to a claim:
 - i) under any statute relating to workers or accident compensation; or
 - ii) for employer's liability at common law;
- b) in every State or Territory or other jurisdiction where the Services will be carried out, where the Contractor's employees normally reside or where their respective contracts of employment were made.

3.2 Terms of the Policy

The policy referred to in Clause 3.1 must, in relation to employer's liability at common law, have a limit of cover in respect of any one occurrence at least equal to \$50,000,000.

3.3 Period of Cover

The Contractor must, from the time it commences the Services, maintain continuous cover under the policy referred to in Clause 3.1 until the expiration of the Term and any warranty period referred to in SCHEDULE 1 to the Annexure.

3.4 Extension to Protect Public Transport Authority

Where possible under the relevant law of the State or Territory or other jurisdiction governing workers compensation insurance, the Contractor must procure an extension to the policy referred to in Clause 3.1 to indemnify Public Transport Authority as principal for Public Transport Authority's liability, under any statute relating to workers' or accident compensation, to persons engaged by the Contractor.

4 MOTOR VEHICLE INSURANCE**4.1 Contractor's Obligation to Maintain**

The Contractor must maintain or effect and maintain, and ensure that each of its subcontractors maintains or effects and maintains, insurance cover in relation to motor vehicles in respect of liability to third parties for personal injury, death, disease or illness (including mental illness) or liability to third parties for loss of or damage to property.

4.2 Period of Cover

The Contractor must from the time it commences the Services maintain continuous insurance cover in relation to motor vehicles in the terms referred to in Clause 4.1 until the expiration of the later of the Term and any warranty period referred to in SCHEDULE 1 to the Annexure.

4.3 Amount of Cover

The motor vehicle policy must have a limit of liability of **\$20,000,000** for any one claim.

5 OTHER RIGHTS AND OBLIGATIONS**5.1 Evidence of Policies**

The Contractor must, in respect of each policy of insurance it is required to effect or maintain, give Public Transport Authority:

- a) proof to the Public Transport Authority's reasonable satisfaction of currency and coverage of each policy of insurance before commencing the Services;
- b) on request, certified copies of all cover notes, policies, certificates of currency, renewal certificates and endorsement slips within a reasonable time after the Contractor receives them; and
- c) on request, other evidence of the insurances that Public Transport Authority reasonably requires.

5.2 Premiums

Without limitation to other obligations set out in the Contract, the Contractor must punctually pay all premiums in respect of all insurance policies the Contractor is required to effect and maintain.

5.3 Maximum Excess

Not Used.

5.4 Notice of Cancellation etc

The Contractor must notify Public Transport Authority (in writing) whenever the insurer gives the Contractor a notice of cancellation or any other notice in respect of any policy required under the Contract to be maintained or effected and maintained by the Contractor.

5.5 Mitigation and Reinstatement

If any of the Services or other property for which the Contractor is responsible is damaged or destroyed:

- a) the Contractor must take the following steps:
 - i) make secure the property and the Site;
 - ii) notify:
 - A. appropriate authorities, emergency services and the like; and
 - B. all relevant insurers,of the occurrence and comply with their reasonable instructions; and
 - iii) subject to paragraph 5.5a) ii), clear any debris and begin work to repair or replace the property;
- b) in addition, also promptly consult with Public Transport Authority to procure its approval for steps to be taken to ensure that, to the greatest extent possible, the Contractor continues to comply with its obligations under the Contract.

5.6 Application of Insurance Proceeds

Unless Public Transport Authority otherwise directs, if any property of the Public Transport Authority is damaged or destroyed:

- a) all insurance proceeds in respect of that damage or destruction must be applied to repair or reinstate the property of the Public Transport Authority; and
- b) if Public Transport Authority has repaired or reinstated the property of the Public Transport Authority then all insurance proceeds in respect of that damage or destruction must be paid to Public Transport Authority.

5.7 No Waiver by Public Transport Authority

Public Transport Authority is not to be taken to have waived any rights or any breaches by the Contractor merely because it has not exercised or sought to enforce any of its rights under Clauses 5.1 to 5.6 (inclusive).

5.8 Contractor Comprising Two or More Persons

Where the Contractor comprises two or more persons:

- a) insurances effected pursuant to the Contractor's obligations under the Contract (with the exception of insurances effected pursuant to Clauses 3 and 4 must be effected jointly by those persons, unless Public Transport Authority otherwise agrees in writing; and
- b) each such insurance must name each person comprising the Contractor as an insured.

5.9 Territorial Limit and Jurisdiction

All insurances policies required under this Contract must as a minimum provide cover under Australian territorial limit and be governed by the laws of Western Australian jurisdiction.

5.10 Subcontractor Insurances

The Contractor must ensure its subcontractors effect and maintain the same insurance cover as the contractor is required to maintain under this schedule.

SCHEDULE 6 OCCUPATIONAL HEALTH & SAFETY REQUIREMENTS

1 Introduction

1.1 Occupational Health & Safety

- 1.1.1 The Public Transport Authority is obliged to provide and maintain, so far as is practical, a working environment for its employees and members of the public, that is safe and without risk to health, as outlined in its corporate Health and Safety Policy. As a condition of this contract, the Public Transport Authority requires the Contractor, or any subcontractors that may be engaged by the Contractor to perform a service on its behalf, will at all times, identify and exercise any necessary precautions for the health and safety of all persons including Contractor employees, subcontractors and their employees, the Public Transport Authority employees and members of the public who may be affected by the services.
- 1.1.2 The Contractor shall ensure it is adequately informed of all occupational health and safety policies, procedures or measures implemented or adopted by the Public Transport Authority and/or the occupiers of any premises at or within which the Contractor will perform works under this contract. The Contractor will comply with all such policies, procedures or measures and, in the event of any inconsistency, will comply with such procedures or measures which produce the highest standards/level of health and safety. The Contractor will ensure all subcontractors engaged by the Contractor also comply with all of these obligations.
- 1.1.3 The Contractor will from the outset comply with any and all directions by the Public Transport Authority nominated person relating to occupational health and safety and risk management.
- 1.1.4 The Contractor shall report to the nominated person in the Public Transport Authority, using the Public Transport Authority OSH2 (Contractors) Incident Report Investigation & Analysis form 9230-000-007 any actual, or any incident which had or has the potential to give rise to any:
- a) property damage; or
 - b) accidents on any of the Public Transport Authority's property which involves:
 - i) death;
 - ii) loss of work for more than one (1) day;
 - iii) medical attention beyond normal first aid; or
 - iv) any enforcement action from WorkSafe or Office of Rail Safety (ORS), eg. any improvement / prohibition notices.
- arising from the works under contract being carried out. The Contractor shall comply with all statutory requirements for notification of any incident related to the works under contract being carried out.
- 1.1.5 The Contractor will provide to the Public Transport Authority Project Manager or nominated person every four weeks a report on health and safety performance. This safety performance report shall include all work undertaken by the Contractor and subcontractors. Statistics in the report shall include frequency rate, incident rate, duration rate and medical treatment rate.
- 1.1.6 Should the Contractor receive any WorkSafe Improvement or Prohibition notices relating to any work under contract, the Contractor shall as soon as practical, advise the Public Transport Authority's Superintendent and the Public Transport Authority's Project Manager and shall provide a copy of the notice to each.
- 1.1.7 The Contractor shall have in place procedures to complement the Public Transport Authority Drug and Alcohol Policy.
- 1.1.8 The Contractor, before commencing work on the site, shall:
- a) ascertain from the Public Transport Authority Project Manager or nominated person requirements for;
 - b) complete; and
 - c) provide written evidence of, any site induction training for the site.

1.1.9 Should the Contractor choose to replace any of its personnel who work in a supervisory, safety or management capacity under the contract with personnel who will work in the same capacity, such personnel shall not commence works under contract until the Public Transport Authority nominated representative provides approval. Such approval will only be given if the training, qualifications and experience of such replacement personnel are acceptable to Public Transport Authority.

1.1.10 The Contractor shall inform the Public Transport Authority nominated representative at least 14 calendar days in advance of any intended change in its supervisory, safety or management personnel.

1.2 Legislative Compliance

The Contractor shall comply with, and shall identify and ensure that its employees, subcontractors and agents comply with, any Acts, Regulations, Local Laws and By-Laws, Codes of Practice, Australian Standards and the Public Transport Authority OH&S policies and procedures which are in any way applicable to this contract or the performance of the services under this contract.

1.3 Safety Management System

1.3.1 The Contractor shall demonstrate to Public Transport Authority evidence of external review or accreditation of its safety management system, for example under the WorkSafe Plan or under Australian Standard 4801.

1.3.2 Where the Contractor fails to demonstrate an external review or accreditation of its safety management system, the Contractor's safety management system shall be audited by an independent auditor, as agreed between Public Transport Authority and the Contractor prior to the commencement of the contract.

1.4 Risk Assessment

Prior to commencing the contract, the Contractor shall submit to the Public Transport Authority a risk analysis, risk evaluation and risk treatment (outlined in AS 4360), to be included in section 2.7 of the Contractors Safety Plan (see SCHEDULE 7).

1.5 Safety Plan

1.5.1 Prior to commencing the works under the contract, the Contractor shall submit to the Public Transport Authority a Safety Plan specific to the contract and the works. The Contractor shall complete the Safety Plan in conformance with the requirements set out in Schedule 9.

1.5.2 The Safety Plan shall consider and respond to the specific health and safety hazards and issues relevant to the Contract Works and shall document systems and methods to be implemented for the term of the Contract. The Contractor's Safety Plan must be approved by the Public Transport Authority's Project Manager or nominated representative prior to the commencement of any work on site under the jurisdiction of the Contract.

1.6 Non Compliance

1.6.1 If during the performance of the contract the Public Transport Authority informs the Contractor that it is the opinion of the Public Transport Authority that the Contractor is:

- a) not performing the contract in compliance with the Contractor's Safety Plan, health and safety management procedures, relevant legislation or health and safety procedures provided by the Public Transport Authority from time to time; or
 - b) conducting the work in such a way as to endanger the health and safety of the Contractor's employees, the Public Transport Authority or its contractors or subcontractor's employees, plant, equipment or materials, our customers or members of the public,
- the Contractor shall promptly remedy that breach of health and safety. The Public Transport Authority may direct the Contractor to suspend the work until such time as the Contractor satisfies the Public Transport Authority that the work will be resumed safely and in conformity with applicable health and safety provisions.

1.6.2 During periods of suspension referred to above, the Contractor shall not be entitled to make any claim for payment under the contract.

1.6.3 If the Contractor fails to rectify any breach of health and safety for which the work has been suspended, or if the Contractor's performance has involved recurring breaches of health and safety, the Public Transport Authority may at its option terminate the work forthwith, without further obligation to the Contractor. In this event, the Public Transport Authority liability shall be limited to payment for the work already performed and costs incurred by the Contractor up to the time of

termination, or an earlier suspension of work, where such costs are approved by Public Transport Authority.

SCHEDULE 7 CONTRACTOR'S SAFETY PLANS

1 INTRODUCTION

Prior to the commencement of any work on site under the Contract the Contractor is required to have submitted and have approved by the Public Transport Authority a documented Safety Plan. In submitting the Safety Plan for approval the Contractor shall allow for a two week review and approval period by the Public Transport Authority, unless otherwise specified.

The Contractor shall undertake an on-going monitoring and process review, and update the Safety Plan throughout the Contract to ensure that it is current and appropriate to the work being performed. The Contractor's Safety Plan will also form the basis by which its safety management system will be inspected and audited by the Public Transport Authority.

This document outlines the general requirements and elements of a Safety Plan and will provide guidance to Contractors (or the responsible person) when preparing a Safety Plan appropriate to the Public Transport Authority's requirements.

2 SAFETY MANAGEMENT PLAN ELEMENTS

2.1 Contractor Rail Safety Structure and System

Where the Contractor has a suitably certified quality management system (to AS/NZS ISO 9001) that system may be used to support the Safety Plan, provided that the system incorporates the appropriate railway safety requirements from the rail safety legislation that includes the Rail Safety Act 2010, Rail Safety Regulations 2011 and OS&H legislation.

In the absence of a certified Quality Management System, the Contractor's Safety Plan shall include the relevant requirements of the Rail Safety Act 2010 and Rail Safety Regulations 2011.

2.2 Contract Description

A brief description of the scope of work associated with the Contract shall be documented. The description shall be sufficiently detailed to provide persons unfamiliar with the Contract an overview of the type of work being carried out and under what conditions.

The scope of work shall include as a minimum requirement the following details:

- a) Summary of major activities and types of work to be performed.
- b) List of tasks or specialist procedures that may require detailed health and safety work procedures and training.
- c) List areas of the Contract requiring special consideration from a health and safety perspective eg:
 - i) presence of public;
 - ii) traffic management;
 - iii) work restrictions (work times, confined spaces); and
 - iv) exposure to hazards (noise, dust, elevated heights).

2.3 Contract OHS Structure and System

The Contractor's Safety Plan should where applicable be established around existing OHS management systems and associated procedures and controls. Reference shall be made to existing applicable procedures and documentation in the Safety Plan. This will also assist in minimising the size of the document.

The Contractor shall outline identified individuals in the management structure, responsibilities, standards and control systems applicable to the contract to ensure OHS requirements are adequately addressed. The following information shall be included as a minimum:

- a) Contractor's safety policy, to be displayed at work sites;
- b) An outline of the contract health and safety organisation and structure. i.e.;
- c) Names and/or positions of those with specific health and safety responsibilities;
- d) Summary of OHS roles and responsibilities of Contractor staff involved in the Contract; and,
- e) Position and/or name of senior person who will liaise with the Public Transport Authority on health and safety matters.

2.4 Contract Induction and Safety Training

OHS legislation requires all employers to ensure that their employees are competent to carry out their work in a safe manner. The Public Transport Authority requires that the Contractor documents its safety-training program ensuring that it has appropriately skilled employees, suitable training programs and adequate supervision for the work under contract.

The following information shall be documented and implemented by the Contractor, with copies being provided to the Public Transport Authority's Project Manager or nominated representative or Superintendent on request:

- a) An outline of Contract induction procedures for employees and subcontractors;
- b) Details of induction course content;
- c) Register of personnel who have satisfactorily completed the Contract induction;
- d) Details of employee health and safety training which has or will be provided relevant to the Contract requirements;
- e) A register of names and/or positions of contract employees with authorisations, permits, competency certificates, licences etc who may be required to supervise or undertake specialist work activity; and,
- f) First aid provision and training.

2.5 Applicable Legislation, Standards & Codes of Practice

All relevant legislation, industry Codes of Practice or guidance notes and relevant Australian Standards applicable to the work being undertaken by the Contractor shall be identified in the Safety Plan.

Where appropriate, reference shall be made to the applicable Code, etc. in the relevant procedure or work instructions.

2.6 Safe Work Practices and Procedures

Relevant safe work practices and procedures shall, where appropriate, be developed for the *Contract*. Where appropriate, existing health and safety company procedures shall be used.

2.6.1 Work Method Statements

Contract specific Work Method Statements will need to be developed by the *Contractor* where work tasks are likely to have specific *Contract* hazards. The requirement for specific Work Method Statements shall be identified during the *Contractor's* Risk Assessment processes or otherwise by the *Principal's Superintendent*.

Work Method Statements shall typically address the scope of the specific task, i.e.:

- a) Material delivery and handling;
- b) PPE, OH&S issues;
- c) Rail Safety issues;
- d) Anticipated work time periods;
- e) Interface and protection of the Public;
- f) Temporary hoarding or barricading; and
- g) Deviation / warning signage.

and shall be submitted to the *Principal's Superintendent* for approval prior to the specific work task commencing.

2.6.2 Safe Work Procedures

The following information shall be documented and implemented by the *Contractor*, with copies being provided to the *Principal's* Project Manager or nominated representative or *Superintendent* on request:

- a) A list of the *Contractor's* safe work procedures or instructions relevant to the *Contract*;
- b) A list of *Contract* specific safe work procedures or instructions;
- c) Detail site operations that will be subject to permit to work systems;
- d) Details of employees and/or subcontractors issued with copies of safe work procedures and instructions;

- e) Safe work procedures and instructions shall be recorded on Safe Work Procedure/Instruction Register; and,
- f) Job Safety Analysis forms for specific tasks;
- g) Work processes and staging, scaffolding and support.

2.7 Permits to Work

The Contractor shall obtain all permits to work as required by legislation, regulation, relevant codes of practice, WorkSafe or Public Transport Authority. Copies of permits shall be provided to Public Transport Authority's Project Manager or nominated representative on request.

2.8 Risk Assessment

The Risk Assessment is an integral part of the Safety Plan and considers the following:

- a) Identifies hazards associated with contract tasks and activities;
- b) Determines the level of risk; and,
- c) Establishes appropriate risk control measures.

Each major or significant task or activity associated with the Contract shall be assessed in terms of the associated hazards. When all hazards have been identified the most likely outcome as a result of an incident shall be determined.

Risk shall be classified according to the following schedule:

Class 1: potential to cause death or permanent injury to one or more people.

Class 2: potential to cause one or more lost time injuries.

Class 3: potential to cause an injury treatable with first aid.

A primary goal shall be to eliminate Class 1 and 2 risks associated with the contract and should be a major focus of the Risk Assessment. The Contractor should detail risk control measures that adequately address all identified Class 1 and 2 risks. When determining risk control strategies, the hierarchy of controls summarised below should be considered as examples:

Eliminate the Hazard		Eg: Off site cutting of panel work
Substitute the Hazard		Eg: Replace ladder with scissor lift, Substitute solvent based paint with water based paint
Engineering Controls		Eg: Reverse alarms/lights fitted to plant, Exhaust ventilation to remove fumes
Administrative Controls		Eg: Job rotation, Work instructions, Safety inspections
Personal Protective Equipment		Eg: Hearing protective devices, Respirators, Hard hats

Where safe work procedures or instructions are developed they shall clearly spell out the work sequence, highlighting the procedures required to adequately control each Class 1 and Class 2 risk identified in the risk assessment. All employees involved in the activity shall receive appropriate training in the safe work procedure.

The Risk Assessment shall be completed on a Risk Assessment Form evaluating the full scope of work associated with the contract. Additional risk assessments may be undertaken during the course of the Contract as required (ie work undertaken by subcontractors).

2.9 Workplace Health and Safety Inspections

Health and safety inspections play an important role in the identification of hazards at the workplace and in the development of control measures. The Safety Plan shall outline the procedures and methods by which Contract sites will be inspected on a regular basis.

The following information shall be documented and implemented by the Contractor, with copies being provided to the Public Transport Authority's Project Manager or Superintendent on request:

- a) Details of how workplace health and safety inspections will be undertaken during the Contract, considering:
 - i) checklists to be used;

- ii) frequency of inspections;
 - iii) team members; and,
 - iv) actioning of inspection findings;
- b) Details of hazard reporting procedures for the contract, including hazard report forms; and,
- c) Details of specific activities or areas targeted for inspection ie plant, hazardous materials, electrical safety.

2.10 Health and Safety Consultation

Consultation with employees provides an important mechanism whereby health and safety issues can be dealt with in a manner that promotes ownership and prompt resolution.

The following information shall be documented and implemented by the Contractor, with copies being provided to the Public Transport Authority's Project Manager or Superintendent on request:

- a) List of current employer and employee health and safety representatives;
- b) Details of the membership and operation of the Safety Committee; and,
- c) Reference to Contractor's issue resolution procedures.

2.11 Emergency Procedures

There is the potential for a range of emergency situations to occur both on-site and off-site in relation to work under contract. These situations need to be identified and specific emergency procedures developed and communicated appropriately.

The following information shall be documented and implemented by the Contractor, with copies being provided to the Public Transport Authority's Project Manager or Superintendent on request:

- a) Emergency procedures/plans pertinent to the work under contract and organisational structure for the Contract;
- b) List of Emergency Service Providers and Local Authorities to be contacted. Records of meetings and discussions with such shall be maintained as part of the safety record log;
- c) Register of emergency equipment and locations eg first aid equipment and facilities, fire extinguishers breathing apparatus, rescue apparatus if appropriate to the Contract;
- d) Register of current qualified First Aiders;
- e) Organisation and arrangements/coordination with other work site occupants in the event of an emergency; and,
- f) Arrangements for testing and trialling of emergency procedures. (Eg Site evacuation, confined space, etc.).

2.12 Incident Recording and Investigation

All incidents associated with the contract involving actual or potential personal injury, medical treatment or property damage are to be recorded and investigated.

The following shall be documented and implemented by the Contractor, with copies being provided to the Public Transport Authority's Project Manager or Superintendent on request:

- a) Details of incident reporting and investigation system and procedures;
- b) Details of how notifiable incidents shall be notified to the Public Transport Authority; and,
- c) Details of how incident statistics are to be compiled and distributed.

As soon as practicable following any incident the Public Transport Authority shall be provided with:

- d) Notification in writing that the incident has occurred. If the incident involves serious injury the Contractor shall immediately contact the Public Transport Authority's Project Manager;
- e) A record of all incidents and a copy of the investigation Report that details amongst other matters the corrective and preventative actions. If required by the Superintendent the preventative actions are to be documented and incorporated into the Contractor's Safety Plan as a specific Work Method Statement or Work Procedure applicable for the remainder of the Contract; and,
- f) A copy of the details that make up the incident statistics and the actual statistics (on a monthly basis).

- g) Notwithstanding the Contractor's obligations, the Public Transport Authority may separately undertake its own investigation of any incident related to work under contract and in which case the Contractor shall fully cooperate and assist in this process.

2.13 Health and Safety Performance Monitoring

The following shall be documented and implemented by the Contractor, with copies being provided to the Public Transport Authority's Project Manager or Superintendent on request:

Details of how health and safety performance statistics associated with the contract are reviewed;

- a) Details of how monthly health and safety performance reports will be compiled for review by Public Transport Authority;
- b) Nature of health and safety performance information presented to employees on a regular basis;
- c) Outline of auditing program to evaluate Safety Plan effectiveness; and,
- d) Information relating to Prohibition, Improvement or any other enforcement notices.

2.14 Interface Management Planning

The following shall be documented and implemented by the Contractor, with copies being provided to the Public Transport Authority's Project Manager or Superintendent on request:

Interface Management Plans comprising:

- a) A list of Stakeholders;
- b) A list of Emergency Service Providers;
- c) A list of Subcontractors engaged by the Contractor;
- d) A list of neighbouring Worksite contractors eg Stations, impacted by the Contractor; and,
- e) Procedures and plans for the identification, coordination and resolution of potential and actual safety matters with the above parties during the Contract.

2.15 Management Safety System Review.

The following shall be documented and implemented by the Contractor, with copies being provided to the Public Transport Authority's Project Manager or Superintendent on request:

The Contractors top site management shall conduct regular meetings to review the safety system to ensure its continuing suitability, adequacy and effectiveness. The management review process shall ensure that the necessary information is collected to enable management to carry out this evaluation. The reviews shall include consideration of, and action on, relevant matters arising from audits. The results of the review shall be documented. The reviews shall be held at least monthly.

2.16 Safety System Audits

The following shall be documented and implemented by the Contractor, with copies being provided to the Public Transport Authority's Project Manager or Superintendent on request:

- a) The Contractor shall document and implement a system of regular audits to verify whether safety activities comply with planned arrangements and to determine the effectiveness of the safety system. The audits may be carried out in accordance with AS/NZS ISO 19011:2003 and AS4801; and,
- b) Audits shall be scheduled on the basis of status, the level of risk and importance of the activities. Follow-up actions shall be carried out in accordance with documented procedures. Eg. Non-conformance and corrective and preventative actions.
- c) Note. The frequency of audits on design processes are to be determined by the Contractor and as a guide for the construction phase the first site audit should be conducted within 30 days of site occupancy and quarterly thereafter.
- d) The results of audits shall be documented and brought to the attention of site management and the employees having responsibility for the area audited; and,
- e) The audits are to be carried out by suitably trained and competent personnel independent of the activities being audited.

2.17 Control of Safety System Documents and data and Records Management

The following shall be documented and implemented by the Contractor, with copies being provided to the Public Transport Authority's Project Manager or Superintendent on request:

- a) Appropriate systems including change control shall be documented and implemented to control documents and data where documents and data are reviewed and approved for issue. A record is to be maintained for the distribution of documents. The system is to be based on quality principles;
- b) The Contractor shall document and implement procedures that appropriately maintain all records so that are readily retrievable (at the site), with due consideration to preventing damage, deterioration and loss, and electronic back up where possible;
- c) The records shall be legible, identifiable and traceable to the person, activity, product or service as applicable; and, Public Transport Authority's Project Manager or Superintendent;
- d) The retention periods shall be determined with due consideration to legislative and contractual requirements.

SCHEDULE 8 RAILWAY SAFETY REQUIREMENTS

1 INTRODUCTION

1.1 Railway Safety Management

1.1.1 The Public Transport Authority is an accredited owner/operator of a railway under the Rail Safety Act 2010. This necessitates that a Safety Management System be put in place by the Public Transport Authority that complies with the requirements of the rail safety legislation that includes the Rail Safety Act 2010 and Rail Safety Regulations 2011.

1.1.2 This legislation and the need to implement compliance based systems and processes also impacts on Contractors and sub-contractors that are either engaged for work in the railway industry, or engaged in infrastructure work that interfaces with the railway. The resultant impact is as follows.

a) Contractors or sub-contractors working on or about railway property

Railway Safety Management policies applicable to Public Transport Authority employees also apply to the Contractor and Sub-contractors (eg, as to drug and alcohol, worker competence and Track Access Permits).

"Railway Safety Work", as defined in the Rail Safety Act, shall be documented, implemented and reviewed for effectiveness in accordance with the requirements of the Rail Safety Act 2010 and Rail Safety Regulations 2011.

b) Safety Plan

The Public Transport Authority, as an accredited Owner and an Operator, has certain responsibilities under the rail safety legislation to ensure that the activities performed by the Contractor and sub-contractors are in accordance with its accreditation requirements and as determined by formal arrangements such as the contract or deed. Therefore the Contractor and Sub-contractors undertaking any railway safety work, as defined in the Rail Safety Act 2010, shall demonstrate in a Safety Plan how railway safety related activities will be conducted to comply with the requirements of the Rail Safety Act 2010 and Rail Safety Regulations 2011.

The Safety Plan shall reflect specific requirements of the Network Rules and Appendix to the Network Rules applicable to the safe implementation of the Contract Works. The Safety Plan shall reference all procedures and forms to be used by the Contractor.

Where an organisation has a suitably certified quality management system (to AS/NZS ISO 9001 or equivalent) that system may be used to support the Safety Plan, provided that the system incorporates the appropriate railway safety requirements from the rail safety legislation that includes the Rail Safety Act 2010 and Rail Safety Regulations 2011.

1.2 Operational Safeworking (Network Rules)

1.2.1 The railway working environment involves hazards and processes that in many cases are unique to the rail industry and it is essential for the safety of the individual and the safe operation of Public Transport Authority's transport operations that any person working on or adjacent to the railway undergo appropriate training and induction prior to commencing work.

1.2.2 Unless specifically exempted by the Public Transport Authority, all persons requiring to work on or about the Public Transport Authority's railway shall comply with the Network Rules and Appendix to the Network Rules, and will require an appropriate Public Transport Authority Track Access Permit.

1.2.3 The Contractor's Safety Plan (and Quality Plan where this is a requirement) shall be subject to the approval of the Public Transport Authority. The Contractor shall not commence Works on site until approval has been obtained.

1.2.4 Site specific safety plans shall be developed in the course of the Project to address rail safety requirements for the tasks being performed. The site specific safety plans will include method statements and job safety analysis (risk assessments) sufficient to allow an analysis of how the work is to be performed and to include rail safety requirements. Site specific safety plans shall be subject to validation or approval by the Public Transport Authority.

1.2.5 The Safety Plan shall demonstrate / evidence the Contractor's requirement to comply with the Rail Safety Act 2010 and Rail Safety Regulations 2011.

2 WORKING ON OR NEAR A RAILWAY

2.1 Network Rules 2000

- 2.1.1 Registered Contractors will be provided with one controlled copy of the Network Rules and Appendix. Arrangements can be made for the purchase of additional copies of the Network Rules 2000 and Appendix to the Network Rules 2000 by contacting the Public Transport Authority's Corporate Document Controller, telephone (08) 9326 2209.
- 2.1.2 Amendments and additions will be advertised in the Weekly Notice issued by the Public Transport Authority. Registered holders of hard copy documents will be advised by e-mail or by post to the last registered address of the Contractor. Replacement pages will be issued to registered holders of hard copy controlled documents.
- 2.1.3 The Contractor's sub-contractors or employees engaged on works closer than three metres from the nearest rail or overhead traction power equipment shall have a qualified Safeworking Supervisor in charge of them.
- 2.1.4 The Safeworking Supervisor shall be in possession of:
- a) Current train running information in accordance with Rule 187.
 - b) A copy of the current Weekly Notice.
 - c) Equipment, as listed in Rule 185.
 - d) A copy of any other relevant notices of working arrangements for that location.
 - e) Ready access to a copy of the Network Rules.
 - f) Ready access to a copy of the Appendix to the Network Rules.
- 2.1.5 A Safeworking Supervisor shall hold Track Access Accreditation to a minimum level of WPW 15.

2.2 Track Access Accreditation

- 2.2.1 Procedures have been established to provide suitably qualified persons with the skills and knowledge to undertake work on or about the Public Transport Authority's network in a safe and secure manner. It is essential for the safety of the individual and of Public Transport Authority's operations that any person working at or adjacent to the railway shall have successfully completed an appropriate safety induction program, prior to commencing rail safety work or on the railway network. The safety induction program includes formal training and a medical examination. Details of training and medical requirements form part of Instruction 141.
- 2.2.2 The level of training and medical fitness will depend on the accreditation level required to complete the task also defined in the Appendix to the Network Rules Instruction 141.

2.3 Who is required to be accredited?

- 2.3.1 All personnel who require access to the operating railway reserve or are required to be closer than 3 metres from the overhead traction power equipment must have a valid Track Access Permit or Track Exemption Certificate, unless they are working within a defined General Exemption area (refer to the Schedule Working in a General Exemption Area).
- 2.3.2 Where another accredited railway owner is in close proximity to the Public Transport Authority's railway a Track Access Permit may also be required from that Owner. It will be the responsibility of the Contractor to establish the requirements of other railway operators.

2.4 Training

- 2.4.1 Unless formally exempted by the Public Transport Authority, all persons working at or closer than 3 metres from the nearest rail or overhead traction power equipment will require a Track Access Permit for which training and assessment is prerequisite.
- 2.4.2 A Contractor or subcontractor shall demonstrate how they intend to develop and implement a training program to ensure that their employees are appropriately trained and assessed to obtain a Track Access Permit at the appropriate level.
- 2.4.3 Details for obtaining Track Access Permits are contained within Instruction 141 (refer to the revised Appendix to the Network Rules).
- 2.4.4 A charge will be payable to the Public Transport Authority by the contractor for the above applications. These charges may vary from time to time.

2.4.5 Accreditation Qualifications

Public Transport Authority maintains a register of course providers. A list of course providers can be obtained from Public Transport Authority's Safety Compliance Manager on (08) 9326 2927. Costs for the training and medical examinations shall be paid by the Contractor.

3 TRACK CLOSURES

3.1 Section Closure and Re-Opening

Only personnel authorised by the Public Transport Authority shall close and open track sections in compliance with the Network Rules 2000 and Appendix to the Network Rules. This shall be done in liaison with the person in charge of the work site.

3.2 Special Train Notice

The Contractor shall issue an application to the Public Transport Authority within the stipulated time periods to request a Section closure where the Contract Works require it. While the Public Transport Authority will endeavour to comply with the Contractor's request, no guarantee can be made and the actual time of closure may be negotiated with the Contractor subject to the Public Transport Authority's availability of resources.

Special Train Notices shall be issued in the event of track closures.

4 WORKING NEAR THE OVERHEAD TRACTION EQUIPMENT

4.1 General

4.1.1 Instructions for working in the Electrified Area of the Public Transport Authority Network are contained in the Safety Instructions for the Electrified Area Version 2000. This document forms part of the Appendix to the Network Rules 2000.

4.1.2 When the work to be undertaken is at or closer than three metres to the Overhead Traction Wiring System, NO WORK can take place until permission is received from the Electric Control Operator (ECO).

4.2 Permit to Work (Safety Instructions for the Electrified Area Version 2000)

4.2.1 Where any work is to be undertaken by a Contractor near commissioned overhead traction wiring equipment, two weeks notice shall be issued by the Contractor to the Public Transport Authority's Track & Civil Infrastructure Planning Engineer for a Permit to Work (Contact telephone 9326 2330).

4.2.2 The documented conditions for granting the permit to work will be explained to the Contractor's personnel by the Track & Civil Infrastructure Planning Engineer and these instructions shall be observed.

4.3 Vicinity Form

4.3.1 Where any work is to be performed within three metres of live overhead track wiring equipment, the Contractor shall give notice to the Public Transport Authority's Electrical Control Officer and apply for a Vicinity Form in accordance with the Appendix to the Network Rules.

4.3.2 Once the Vicinity Form is issued the Contractor shall comply with all of the conditions detailed on the Vicinity Form.

5 CONSTRUCTION & MAINTENANCE RAIL OPERATING STANDARDS

The Contractor, as part of the Contractor's certified quality management system, shall develop the management controls, systems and procedures as outlined in this document. The Contractor's Quality Plan and inspection and test plans shall also include the requirements of rail safety in accordance with the Rail Safety Act 2010 and Rail Safety Regulations 2011 to the satisfaction of the Public Transport Authority where this is a requirement of the contract.

SCHEDULE 9 SPECIFICATION

1 Scope Of Services

The Scope of Services for the Security Services – Rail Contract includes:

- a) Transperth Trains Revenue Protection and Casual Guard Security Services; and
- b) Collection and Accounting of Cash on the PTA Network.

2 Policies and procedures

- 2.1.1 Unless otherwise specified, the PTA will make available to the Contractor all current policies and procedures relating to the Scope of Services at Contract commencement.
- 2.1.2 These policies procedures currently comprise a variety of forms including intranet and hard copy based policies and procedures.
- 2.1.3 The Contractor must ensure that all policies and procedures relating to the Scope of Services are kept up to date and quality assured in compliance with ISO 9001:2008.
- 2.1.4 The Contractor must work collaboratively with the PTA to develop policies and procedures in a form that the PTA reasonably determines will best meet the requirements of the Contract.
- 2.1.5 All intellectual property in the policies and procedures developed by the Contractor relating to the Scope of Services vests with the PTA and the Contractor has no rights to the intellectual property so developed.
- 2.1.6 The Contractor shall ensure that the Contractor's Personnel comply with the policies and procedures developed for the Contract, as varied from time to time.

3 Transperth trains Revenue Protection and Casual GUard Security Services

3.1 Scope of Services

3.1.1 General Service Objectives

The Contractor is to provide suitably qualified staff to fill shifts allocated at Perth and other metropolitan train stations, Mandurah, Claisebrook and Nowergup depots. The PTA will notify the Contractor of shifts to be filled and the Contractor is to roster their staff to fill the required shifts. The Contractor's staff will be required to:

- a) Provide a physical security presence on urban train services and at urban train stations;
- b) Undertake revenue protection inspections of passenger's tickets and issue infringement notices, as is appropriate;
- c) Provide revenue protection inspections of tickets for special events and issue infringement notices, as is appropriate
- d) Provide a physical presence at urban train station car parks as required to inspect tickets and issue infringements, as is appropriate;
- e) Provide static guard/patrolling services, including attendance at selected train depots protecting assets from vandalism and graffiti (including Mandurah and Claisebrook);
- f) Transport PTA staff to and from Nowergup depot utilising PTA supplied motor vehicles (until the Butler extension is open);
- g) Provide aboriginal liaison staff home based at Perth station;
- h) Inspect PTA train facilities, including the inspection opening of various train stations 30 - 45minutes prior to the first train service and the inspection and locking of various stations within 30 minutes after the last train service; and
- i) Provide ad-hoc additional security services at train facilities to ensure the safety and security of passengers and facilities, as requested by the PTA.

3.2 Standards

3.2.1 Security guards will be expected to conduct themselves in a friendly and courteous manner at all times when dealing with passengers and PTA staff and the Contractor's Personnel will follow all operational directions given by their Supervisor.

3.3 Reporting and Liaison

3.3.1 The Contractor is required to report to PTA's Director Security Services, or nominated delegate, for all requirements of this Contract.

3.4 Service Requirement

3.4.1 Revenue Protection and Guard services will be requested on an as required basis at the complete discretion of the PTA.

3.4.2 The service requirement is completely variable and there is nothing in this Contract to commit the PTA to an agreed minimum service requirement or indeed any service requirement at any particular time for the duration of the Contract.

3.4.3 The PTA will not be obligated to pay the Contractor any amount whatsoever when no Services are required.

3.5 Training and Assessment

3.5.1 In addition to the special conditions requirements of the Contract, all Contractor's employees used in the provision Casual Guard services must have successfully completed the following training courses:

COURSE UNIT	DURATION IN DAYS
Customer Service/ Conflict resolution	2.5
Cross Cultural Awareness	0.5
Safety & Reporting	0.5
Ticketing Procedures	3
Emergency Management	0.5
Radio Procedures	1.5
Disability Awareness	0.5
Rail Safeworking * (track access)	1-3
TOTAL	10 - 12

** Depending on location & functions required*

3.5.2 The PTA will provide this training and assessments necessary.

3.5.3 The PTA will reimburse the Contractor for the direct wage costs at the rates specified in the Schedule of Prices.

3.5.4 The Contractor is responsible for the costs associated with its employees obtaining a medical certificate to be granted track access for rail safeworking.

3.6 Ownership and Copyright of Training Materials

3.6.1 The PTA has ownership of all training and assessment materials developed for PTA security employees and these materials may not be used for any other purpose than training Contractor's employees used in the provision of Services under this Contract.

3.6.2 The training and assessment materials and all information associated with its delivery remains the property of the PTA.

3.6.3 The Contractor must obtain approval from the PTA prior to making any modifications to the training and assessment material.

3.7 Recruitment of Staff for this Contract

- 3.7.1 The PTA's Director Security Services or nominated delegate will approve any job advertisements to be placed by the Contractor for any staff to be employed for this Contract prior to advertising.
- 3.7.2 The PTA's Director Security Services or nominated delegate will be a voting member on the Evaluation Panel for the interview and selection of any staff employed as part of this Contract.
- 3.7.3 The PTA's Director Security Services or nominated delegate will have input into the interview and selection criteria for any staff employed on this Contract.

3.8 Supervision

- 3.8.1 The Contractor will be requested to provide a full time Supervisor where the Revenue protection and Casual Guards engaged on this Contract exceeds fifteen at any one time.
- 3.8.2 If the number of staff engaged on the Contract is less than fifteen, then supervision of the Contractor's staff will be provided by the PTA.
- 3.8.3 The Contractor is responsible to roster its staff to fill the shifts nominated by PTA and supply sign on sheets within 24 hours of the completion of each shift.

3.9 Facilities

- 3.9.1 The PTA may supply the Contractor with up to 2 office work stations equipped with phone and computers in the Perth Station Transit Office for use by the Contractor's employees for the sole purpose of providing services under this Contract.
- 3.9.2 Where provided, the Contractor's staff providing services under this Contract will be:
- 3.9.3 able to use PTA facilities for crib etc, and where possible will be provided with a standard locker.

3.10 Uniform

- 3.10.1 The Contractor must ensure that the Revenue Protection and Casual Guards wear the complete nominated uniform and that it is of neat and tidy appearance and a personal photo identification badge.
- 3.10.2 The Contractor is required to purchase approved uniforms (excluding footwear) through PTA's nominated apparel supplier.
- 3.10.3 The Contractor is to procure and undertake incidental management associated with uniforms.
- 3.10.4 The Contractor must ensure that the PTA's own logo/identification is not included on the Contractor's own uniform without the prior consent of the PTA.
- 3.10.5 The PTA will require the Contractor to return certain items of uniform apparel for reissue and the Contractor shall ensure that all uniforms issued to staff to provide Services under the Contract are returned to the Contractor if the staff member is no longer engaged to provide Services under the Contract and to appropriately destroy uniforms where they are no longer required for the purpose of providing Services required under the Contract.
- 3.10.6 For Revenue Protection the PTA will require the Contractor's staff to wear a uniform from a uniform supplier nominated by the PTA. The cost of uniforms will be borne by the Contractor. Contractor should make allowance for this.

3.11 Right to Interview all staff

- 3.11.1 The PTA has the right at any time to interview any of the Contractor's employees in connection with any aspect of the employee's conduct or in connection with anything related to the performance of the services by the Contractor's employees.

3.12 Key Performance Indicators and Targets

- 3.12.1 The Contractor shall monitor and report on key aspects of Services provided to the PTA. KPI's targets shall include the following:
- a) Staff turnover rates %
 - b) Payroll error rate %
 - c) Shifts filled
 - d) Sign on sheets received within 24 hours of shift start

- e) Number of tickets inspected
- f) Customer complaints and responses

3.13 Client Services Manager

3.13.1 The Contractor shall provide a Client Services Manager to manage the delivery of services required under the Contract. A summary of the duties of the Client Services Manager includes:

- a) Regularly liaise and attend meetings with the Public Transport Authority to discuss the performance of the Contract and any matters that need to be brought to attention of the Public Transport Authority's Representative;
- b) Attend to the training of new or replacement Contract Personnel in accordance with agreed procedures;
- c) Inform Public Transport Authority as soon as is practicable of any missed and short shifts by security personnel;
- d) Liaise with Public Transport Authority representative in regard to special requirements and security related requests;
- e) Maintain regular checks of the security services for the purpose of supervision and/or training;
- f) Ensure that all Contract Personnel are available to undertake their prescribed duties;
- g) Ensure that all equipment used in the provision of Services is used in the correct manner;
- h) Create staff schedules and manage workflow;
- i) Ensure policy and procedure compliance;
- j) Ensure staff are provided with proper training, instruction, tools, and methods to perform the requirements of the Contract;
- k) Lead and motivate staff in handling change, building trust, and partnership;
- l) Encourage and build a team environment;
- m) Manage staff performance and implement disciplinary actions;
- n) Ensure staff have appropriate communication skills and technical knowledge;
- o) Oversee the implementation and ongoing management of quality assurance systems; and
- p) Be available as emergency after hours contact, as required.

The cost of the Client Services Manager must be treated as an overhead to the costs of Services provided and recouped via the Schedule of Prices applicable to the Contractor's Personnel used for the Approved Roster.

3.14 Media

3.14.1 The Contractor must not provide comment to the media on any issues directly or indirectly related to the services it provided to the PTA without the prior written consent of the PTA. Any breach of this requirement will be considered a serious breach of the Contract.

3.15 Incident Reporting

3.15.1 The Contractor will record all incidents and input the information into PTA's incident reporting system.

4 Cash Services

4.1 Scope Of Services

4.1.1 General Service Objectives:

The Contractor shall:

- a) On a daily basis attend to Ticket Vending Machines (TVMs), Add Value Machines (AVMs) and Parking Vending Machines (PVMs) to clear money boxes, as advised by PTA;
- b) Remove money box/s and count the money in each box and bank the money to the credit of the PTA bank account within one working day of the date on the cash box being collected;

- c) As required by PTA, collect money from PTA booking offices, count the cash collected and bank the money to the credit of PTA bank account within one working day of the date on the cash being collected;
- d) Attend to change machines on Armadale, Fremantle, Midland, Joondalup and Mandurah train lines and ensure the continuity of coin supply to enable the efficient and continuous operation of machines;
- e) Clear all machines in such a way as to ensure the minimum amount of inconvenience to the public and PTA staff;
- f) Maintain cash floats for the equipment and work sites referenced;
- g) Total the TVM, AVM and PVM electronic receipts obtained from cleared machines for the day, and forward such receipts to the PTA by the following working day;
- h) Provide training to security officers which meets industry standards relevant to handling of bulk cash and collection and acceptable to the PTA;
- i) Ensure that staff at all times extend a high level of courtesy to the public and maintain a relationship with an attitude towards others that is commensurate with PTA's best interest;
- j) Total the TVM, AVM and PVM electronic receipts obtained from the cleared machines for each day and deliver the receipts to the PTA Ticket Control Officer at the Public Transport Centre;
- k) Email daily reconciliation summary sheet of cash boxes cleared receipt amount & actual amount banked detailing any differences.

4.2 Ticket Vending Machines

- 4.2.1 Ticket Vending Machines (TVMs) are located at all 70 suburban stations. The machines were manufactured by ACS in Switzerland and are fitted with a touch screen.
- 4.2.2 When the Contract commences there will be approximately 155 TVMs. Each TVM has an access door that allows access to the cash box. The machines are electronically connected to the communications system.
- 4.2.3 Each TVM is accessed by a standard lock barrel and dimple key mechanism or by electronic key lined to a hydraulic ram/solenoid function and security code.
- 4.2.4 Each TVM has the capacity to hold \$1,500 in coins which weighs approximately 25 kilograms. Based on this, the estimated clearance frequency for each location has been detailed in a hand out that will be supplied at the briefing.
- 4.2.5 Currently, the TVM's are cleared geographically on a line by line basis on an as required basis.
- 4.2.6 All the TVMs have the ability to accept coins, however, approximately 97 TVMs have been fitted to accept notes. The coins & notes are held in separate cash boxes in the machine. Approximately 65 TVM's are fitted with BUCO bulk coin change storage boxes that need to be replenished.
- 4.2.7 The Contractor is required to attend each TVM to be cleared of cash as requested by the PTA, clear the cash box, count the money and bank the money to the PTA bank account within one working day of the date the cash box being collected.

4.3 Add Value Machines (AVMs)

- 4.3.1 AVM's that accept cash are located at Perth, Perth Underground, Fremantle and Esplanade stations. There are 7 machines which were manufactured by Romex in WA and were installed as part of the SmartRider project. They have a locked door access to a locked cash box. The compartment is electronically connected to the communications system.
- 4.3.2 Currently, the machines are cleared geographically on a line by line basis on an as required basis. These machines accept notes only.
- 4.3.3 The Contractor is required to attend each AVM to be cleared of cash box as requested by the PTA, count the money and bank the money to the PTA bank account within one working day of the date the cash box being collected.

4.4 Parking Vending Machines (PVMs)

- 4.4.1 There are approximately 67 PVMs which are located in the car parks at 15 stations.
- 4.4.2 PVMs are supplied by Wilson Parking Australia P/L and have a key locked cash box.

4.4.3 Each PVM has a dial up connection to the PTA communications system and are cleared geographically on a line by line basis on an as required basis.

4.4.4 The only cash accepted by these machines is coins.

4.4.5 The Contractor is required to attend each PVM to be cleared of cash box as requested by the PTA, count the money and bank the money to the PTA bank account within one working day of the date the cash box being collected.

4.5 Change Machines

4.5.1 The PTA currently provides change machines at selected train stations to enable passengers to exchange notes for coins to purchase cash tickets.

4.5.2 The change machines currently dispense two dollar coins.

4.5.3 The Contractor shall manage the change machines on the Mandurah and Joondalup lines and deliver the required number of coins in exchange for notes for the Fremantle, Midland and Armadale lines.

4.5.4 The Contractor shall guarantee continuity of coin supply to enable the efficient and continuous operation of machines.

4.5.5 It is proposed to reduce the number of change machine facilities at train stations over the term of the Contract as more TVM's are fitted with bank notes acceptors and the usage of SmartRider continues to increase.

4.6 Correct Opening and Cash Box Procedure

4.6.1 Access to all types of machines is governed by correct opening procedures, which will be advised by the PTA to the Contractor.

4.6.2 Failure to observe the correct procedure of cash box removal or installation will render the machine "out of service" and require a service technician to restore the machine.

4.6.3 In instances where the fault for the out of service can be attributed to incorrect cash box opening procedures, the Contractor responsible for the collection of the cash will be charged the cost of repair.

4.6.4 The Contractor will also be charged in circumstances of any damage to the equipment or the setting off of alarm sensors whilst clearing the cash box.

4.6.5 Any other direct damage caused during the collection process will be charged to the Contractor.

4.7 Booking Offices and Information Office

4.7.1 The PTA operates 3 booking offices located at the Public Transport Centre, East Perth and the Midland and Armadale train stations.

4.7.2 The Contractor shall collect and count the money received from these facilities and bank it to the credit of the PTA bank account within one working day of the date the cash being collected.

4.7.3 The Contractor is also to provide note and coin change in required denominations in exchange for notes.

4.8 Special Events

4.8.1 During the year special events such as the Royal Show, Christmas Pageant, concerts etc the Contractor is required to provide additional clearances of TVMs as requested by the PTA.

4.8.2 Additional ticket selling facilities may also be set up at major stations requiring the Contractor to deliver floats and collect and count the money and bank it to the credit of the PTA bank account within one working day of the date the cash being collected.

4.9 Cash Collection Reconciliation Processes

4.9.1 On business days, the PTA will reconcile EFT remittances received from the Contractor to electronic records generated from the TVMs, PVMs, AVMs.

4.9.2 The PTA will reconcile monies collected from TVMs, AVMs, PVMs against details contained on the PTA's bank account statement.

4.9.3 The PTA will advise the Contractor of the appropriate sites requiring clearance by 0600 hours on the morning of the day of which the TVMs require clearance.

4.9.4 The PTA will advise the Contractor in sufficient time of special events to take place and which TVM's and other equipment requires clearance and clearance time.

4.10 Clearance of the Ticket Vending Machines and Add Value Machines

On a daily basis TVM's, PVM's and AVMs shall be cleared within the following schedule or at the PTA's direction:

Weekdays	0600hours to 1900hours
Weekends & Public holidays	0700hours to 2000hours
Special Events	0700hours to 2400hours

4.11 Clearance of Booking Offices

Booking Offices/Information Offices shall be cleared within the following weekday schedule or at the PTA's direction:

Midland	1030hours to 1230hours
Public Transport Centre East Perth	1400hours to 1600hours
Armadale	1030hours to 1230hours

4.12 Dress and Public Image

4.12.1 The Contractor's staff shall:

- a) present themselves for duty in a clean, neat and tidy manner and present a good public image;
- b) wear a uniform or clothing displaying the approved badge, logo or insignia which clearly identifies the Contractor's organisation; and
- c) wear a suitable means of identification that will clearly enable the employee to be identified as being part of that organisation.

4.13 Timing and Call-Outs

4.13.1 The Contractor shall be contactable by the Officer by telephone or facsimile 24 hours per day, 7 days per week including public holidays.

4.14 Vehicles

4.14.1 The Contractor shall provide vehicles fit for the purpose of cash collection and of a standard commensurate with the security industry to ensure a safe, secure and reliable transport medium for collected monies and security guards or collection personnel throughout the collection process.

4.15 Key Performance Indicators and Targets

4.15.1 The Contractor shall monitor and report on key aspects of Services provided to the PTA. KPI's targets shall include the following:

- a) accuracy of reconciliation of collections - nil discrepancies;
- b) timeliness of remittances - within 1 business day;
- c) response times to cater for special events – response time taken;
- d) customer satisfaction – number of customer complaints;
- e) number of cash boxes actually collected versus requested
- f) timing of pick-ups – within times specified in this Contract;
- g) response time for special clearances – response time taken.

4.15.2 The Contractor shall provide a report to the Officer on KPI's as they apply to the Service at least four times per year. The report shall show the previous period's KPI's and year to date KPI's.

4.15.3 The Contractor shall take action to correct any adverse trends highlighted by KPI's.

4.15.4 The PTA may nominate KPI targets in consultation with the Contractor once base data is established.

4.16 Invoicing

4.16.1 The Contractor shall submit an invoice for Cash Collection services on a weekly basis following the reconciliation and remittance of monies as required under the Contract.

4.16.2 Invoicing for Cash Collections

- a) Invoices for booking office cash collections must be separated between Transperth Train Operations and Transwa and delivered as follows:

Transperth Train Operations for TVM PVM AVM Change Machines To: Business Manager Transperth Train Operations PTA PO Box 383 Northbridge WA, 6865	TRANSWA for Public transport Centre East Perth Midland Station Armadale Station To: Manager Transwa C/- Perth Business Centre PO Box 8125 Perth WA 6849
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4.16.3 All Other Invoicing

- a) All other invoices shall be submitted to:

Business Manager
Transperth Train Operations
PTA
PO Box 383
Northbridge WA 6865

4.17 TVM, PVM and AVM Locations

- 4.17.1 The locations and frequency of clearing for TVMs, PVMs and AVMs will be provided to prospective Tenderers who attend the mandatory briefing session.

ESTIMATES AND FINANCIAL OPERATIONS COMMITTEE

QUESTIONS ON NOTICE SUPPLEMENTARY INFORMATION

Thursday, 7 November 2013

Public Transport Authority

Source: Page 2, 3 & 139 of Annual Report

Question No 7: Hon Ken Travers MLC asked –

7. How many staff in the Public Transport Authority are currently on contract?

a) Has or is the Public Transport Authority considering privatising, contracting out, or in any way changing the employment arrangements of those who undertake the work of the Department for any of the agencies' sections or any of their activities?

i. if yes, which sections; and

ii. what is or has been considered?

b) In 2012/13, how many staff;

i. were offered a redundancy;

ii. took a redundancy; and

c) in which sections of the Public Transport Authority were these people based?

d) What was the highest redundancy payment made?

e) What was the average cost of redundancies?

Answer:

99.

a) No

i. Not applicable

ii. Not applicable

b) In 2012-2013:

i. Eight.

ii. Eight.

c) Transperth Train Operations, Network & Infrastructure, Finance & Contracts, Transperth Regional & School Bus Services and Transwa.

d) \$120 472 gross.

e) \$94 573 gross.

ESTIMATES AND FINANCIAL OPERATIONS COMMITTEE

QUESTIONS ON NOTICE SUPPLEMENTARY INFORMATION

Thursday, 7 November 2013

Public Transport Authority

Source: Page 101 of Annual Report

Question No 8: Hon Ken Travers MLC asked –

- 8. I refer to answer to Supplementary Question B7 to the Budget Estimates Hearing on 3 July 2012 and ask can the Minister provide a spreadsheet in the same format detailing the information contained in the Public Transport Authority's budget papers, capital works programs, please provide a comprehensive breakdown for each of the subheadings that is 'Works in Progress', 'Completed Works' and 'New Works' detailing the following;*
- a) What specific items have been funded under each category including the total cost of the project;*
 - b) How much has been spent to date;*
 - c) How much is expected to be spent in the 2013/14 financial year and each of the forward estimates; and*
 - d) What contribution has been made from the Commonwealth for each item where applicable?*

Answer:

Please refer to the attached spreadsheet.

PTA's ASSET INVESTMENT PROGRAM AS AT 30TH SEPTEMBER 2013

	Estimated Total Cost	Actual Expenditure to 30-9-13	2012-13 Estimated Expenditure	2013-14 Estimated Expenditure	2014-15 Forward Estimate	2015-16 Forward Estimate	2016-17 Forward Estimate	Commonwealth Contribution
	\$'000 (a)	\$'000 (b)	\$'000 (c)	\$'000 (c)	\$'000 (c)	\$'000 (c)	\$'000 (c)	\$'000 (d)
WORKS IN PROGRESS								
Bus Infrastructure Program								
Bus Priority Projects	25,183	14,019	8,095	5,997	904	4,000	-	
Bus Replacement Program								
Cost of Green Cat Buses & upgrades of Bus depots	5,200	4,582	2,600	2,600	-	-	-	
Metropolitan and Regional Buses Replacement								
Bus Acquisition Program for Additional Bus Kilometre Services	87,958	18,217	9,361	10,100	10,605	11,692	17,539	
Bus Replacement Program	431,533	77,031	26,487	31,939	35,868	36,738	38,576	
Regional Bus Acquisition	52,434	43,470	14,288	-	-	-	2,923	
Common Infrastructure Program								
Minor Capital Works	32,810	10,829	2,392	1,820	2,180	2,190	2,200	
Perth Station Building and Horseshoe Bridge Accommodation Works	10,545	1,910	2,709	7,732	-	-	-	
Freight Program								
Grain Freight Resleeper Program	171,420	123,992	59,673	54,618	-	-	-	135,000
Major Projects								
Aubin Grove Station	57,000	676	1,000	16,000	26,000	14,000	-	
Extension of the Northern Suburbs Railway to Butler	240,730	147,472	71,700	66,902	43,861	-	-	
Perth City Link	609,269	358,539	179,653	115,042	116,417	53,997	-	236,000
new Perth Stadium Transport Project	358,641	11,392	4,621	60,781	42,617	101,063	122,394	
Operational Business Support Systems Program								
Business Support Upgrades	38,128	8,621	7,283	5,389	3,122	3,124	822	
DAVS Replacement	9,261	350	520	6,433	2,308	-	-	
Operational Support Initiatives	7,431	5,433	4,163	1,769	421	456	-	
System upgrade and PINS	2,661	752	750	736	1,133	42	-	
Parking Facilities Program								
Car Park Upgrade Program	8,345	4,627	1,977	2,345	-	-	-	
Rail Infrastructure Program								
Bridge Eyebrow Upgrade/Removal	3,359	2,725	510	662	-	-	-	
Fremantle Swan River Bridge - Pier Protection	8,800	1,089	1,668	5,932	1,200	-	-	
Level Crossing Improvements	1,513	241	513	1,000	-	-	-	
Network and Infrastructure Upgrades	892,432	8,536	132	26,400	10,952	14,810	5,338	
New PTA Sub Station at City West	21,600	3,942	2,670	18,775	-	-	-	
Perway Track and Associated Infrastructure	57,350	11,972	2,558	1,700	750	3,018	3,400	
Power sub-station and slow roads to support new railcars	5,000	758	1,236	3,764	-	-	-	
Rail Sidings and Turnouts	22,732	22,441	7,072	1,935	-	-	-	
Rerailing Urban System	2,761	2,098	326	334	344	-	-	
Security Fire Protection	1,145	294	600	350	-	-	-	
Spearwood crossover	5,902	1889	-	5,845	-	-	-	
Summers Street Transformer Replacement	2,707	355	707	2,000	-	-	-	
Rail Stations Program								
Disability Access for Intermediate Minor Stations & Track Works - Stage 2	30,973	19,905	9,300	9,221	4,806	-	-	
Escalator and lift Upgrade	7,105	4,510	2,520	1,882	868	-	-	
Fremantle Station - Upgrade	7,594	7,623	281	-	-	278	-	
Warnbro bus rail interchange	5,633	5,722	4,356	60	-	-	-	
Railcar Program								
Purchase of 22 Railcars	243,846	100,938	64,125	51,498	61,303	42,288	7,945	
COMPLETED WORKS								
Bus Infrastructure Program								
New Kwinana Bus Station	1,356	1,330	758	-	-	-	-	
Transperth and Regional Depot Acquisition Strategy	10,677	10,644	756	-	-	-	-	
Common Infrastructure Program								
Alternate Train Control Upgrade	295	272	27	-	-	-	-	
Network and Infrastructure maintenance depot	5,880	6,570	1,330	-	-	-	-	
New Entertainment System on Prospector	2,260	2,080	2,021	-	-	-	-	
Freight Program								
Kewdale Freight Complex Redevelopment	21,101	21,126	310	-	-	-	-	
Operational Business Support Systems Program								
Radio Spectrum Rationalisation	4,305	4,240	4,240	-	-	-	-	
Parking Facilities Program								
Better Transport System (3000 parking bays)	50,022	52,875	4,944	-	-	-	-	
Rail Infrastructure Program								
Access to Nowagerup Railcar Depot	9,500	9,500	4,500	-	-	-	-	
Concrete Resleeper Projects	61,104	61,137	108	-	-	-	-	
Fremantle Tunnel CCTV Coverage	433	0	433	-	-	-	-	
Goongoongup (East Perth) Rail Bridge	5,054	5,043	955	-	-	-	-	
North Fremantle Crossover	1,500	697	981	-	-	-	-	
Power Supply - Continuity	4,849	4,300	1,228	-	-	-	-	
Power Supply Asset Replacement	3,681	3,746	76	-	-	-	-	
Upgrade pedestrian gates - Fremantle to Rob Jetty	2,166	2,179	75	-	-	-	-	
Rail Stations Program								
Maddington Station	4,409	4,447	3,867	-	-	-	-	
Railcar Program								
Railcar Simulator	671	668	475	-	-	-	-	
NEW WORKS								
Bus Infrastructure Program								
Development of Beenyup Bus Depot	3,000	-	-	3,000	-	-	-	
Bus Replacement Program								

	Estimated Total Cost	Actual Expenditure to 30-9-13	2012-13 Estimated Expenditure	2013-14 Estimated Expenditure	2014-15 Forward Estimate	2015-16 Forward Estimate	2016-17 Forward Estimate	Commonwealth Contribution
	\$'000 (a)	\$'000 (b)	\$'000 (c)	\$'000 (c)	\$'000 (c)	\$'000 (c)	\$'000 (c)	\$'000 (d)
Bus Acquisition Program - Relocation of Yr7 in secondary settings from 2015 Metropolitan and Regional Buses Replacement	24,304	-	-	-	24,304	-	-	
Regional Bus Acquisition (R4R funding)	14,206	-	-	3,399	3,501	3,606	3,700	
Common Infrastructure Program								
Perth City Station Office Accommodation Refurbishment	950	-	-	-	950	-	-	
Freight Program								
Eastern Goldfield Freight refund	1,089	-	-	-	1,089	-	-	
Parking Facilities Program								
Edgewater Multi-Storey Car Park	46,482	5	-	5,225	27,405	13,852	-	
Parking Vending Machines Acquisition for Implementation of Paid Parking at All Train Stations	2,000	-	-	2,000	-	-	-	
Rail Infrastructure Program								
Resilience Package	29,284	-	-	8,000	1,000	6,435	4,082	
Total Cost of Asset Investment Program	3,779,579	1,217,809	522,930	543,185	423,908	311,589	208,919	371,000

ESTIMATES AND FINANCIAL OPERATIONS COMMITTEE

QUESTIONS ON NOTICE SUPPLEMENTARY INFORMATION

Thursday, 7 November 2013

Public Transport Authority

Source: Page 78 of Annual Report

Question No 9: Hon Ken Travers MLC asked –

9. *How many persons are employed as transit guards?*

- a) How many of these are senior officers*
- b) How many of these are contractors/revenue protection officers?*
- c) How many transit guard positions are not filled at this time?*
- d) How many potential transit guards are in training?*

Answer:

A total of 247 Transit Officers are currently employed. Of these:

- a) 18 are senior Transit Officers.
- b) Nil
- c) 79.
- d) Nil

ESTIMATES AND FINANCIAL OPERATIONS COMMITTEE

QUESTIONS ON NOTICE SUPPLEMENTARY INFORMATION

Thursday, 7 November 2013

Public Transport Authority

Source: Page 108 of Annual Report

Question No 10: Hon Ken Travers MLC asked –

10. In each of the following years

a) 2009/10

b) 2010/11

c) 2011/12

d) 2012/13

i. On how many occasions were A'Series railcars taken out of service during peak times due to a breakdown?

ii. What was the cause of the breakdown?

iii. On how many occasions were A'Series railcars taken out of service during non-peak times due to a breakdown??

iv. What was the cause of the breakdown?

v. On how many occasions were B'Series railcars taken out of service during peak times due to a breakdown?

vi. What was the cause of the breakdown?

vii. On how many occasions were B'Series railcars taken out of service during non-peak times due to a breakdown??

viii. What was the cause of the breakdown?

Answer:

The Public Transport Authority is unable to answer the question in the format posed by the Member.

ESTIMATES AND FINANCIAL OPERATIONS COMMITTEE
QUESTIONS ON NOTICE SUPPLEMENTARY INFORMATION

Thursday, 7 November 2013

Public Transport Authority
Source: Pages 4 and 119 of Annual Report

Question No 11– Hon Darren West MLC asked

11. *Will the Minister provide a copy of the Rail Freight Corridor Land Use Agreement (Narrow Gauge) and Railway Infrastructure Lease between the WA Government and WestNet Rail Narrow Gauge Pty Ltd, Australia Western Railway Pty Ltd and Australian Railroad Group Pty Ltd and any deeds of variation agreed to since the original signing of the contract.*

☐ *a) If not why not?*

Answer:

Further to the Legislative Council question without notice Number 719 asked by the Member on 24 October 2013, the Minister can table the Rail Freight Corridor Land Use Agreement (narrow gauge) and Railway Infrastructure Lease and any deeds of variation.

Additionally, the Minister for Transport has stated that whilst there are provisions for the lease agreement between Brookfield Rail and the State Government to allow it to be tabled in parliament, legal advice has recommended the attachments and schedules of the lease are commercially sensitive and should not be released publicly. The body of the lease, excluding the attachments and schedules, is available publicly on web link: <http://www.sec.gov/Archives/edgar/data/1012620/000089375001000146/0000893750-01-000146-0005.txt>

☐ a) Not applicable

ESTIMATES AND FINANCIAL OPERATIONS COMMITTEE
QUESTIONS ON NOTICE SUPPLEMENTARY INFORMATION

Thursday, 7 November 2013

Public Transport Authority
Source: Pages 4 and 119 of Annual Report

Question No 12 – Hon Darren West MLC asked

12. *Have any of the “performance standards” for any of the rail lines changed since the original contract was signed?*

Answer:

Yes



ESTIMATES AND FINANCIAL OPERATIONS COMMITTEE
QUESTIONS ON NOTICE SUPPLEMENTARY INFORMATION

Thursday, 7 November 2013

Public Transport Authority

Source: Pages 4 and 119 of Annual Report

Question No 13 – Hon Darren West MLC asked

13. *If yes, what have been the changes?*

Answer:

These changes are confidential in accordance with the confidentiality clause contained within the Rail Freight Corridor Land Use Agreement (narrow gauge) and Railway Infrastructure Lease. Please also refer to the answer provided to questions on notice supplementary information 11.