

DP270127 Abbotsford Cove Community Association  
PO Box 3026  
Wareemba NSW 2046

Mr. Justin Morton  
National Customer Support Manager  
Green Options Pty Ltd  
PO Box 124 Terrey Hills NSW 2084

19th June 2018

AbbotsfordCove Community Association (ACCA) Garden Contract

Dear Justin,

I confirm that your company was the successful tenderer for the ACCA garden contract for the period from 1 July 2018 to 30 June 2019. There is the possibility that ACCA will offer up to two 1-year extensions of this contract should your performance be satisfactory.

The contract is based on the "Specification for Maintenance of Gardens & Lawns, DP270127 Abbotsford Cove Community Association (ACCA)" issued to tenderers. Two master copies of the documents initialled, signed and sealed by two members of the Executive Committee are enclosed. Please initial all pages of the contract, sign the acceptance page, and return one copy to us, keeping the other for your records.

ACCA's Strata Manager is Whelan Property Group Pty Ltd, 277 Pymont Street, Ultimo NSW 2007. All invoices are to be sent to Whelans directly by email to [invoices@whelanproperty.com.au](mailto:invoices@whelanproperty.com.au). Once our Treasurer approves your invoices, Whelan will make payment electronically to your nominated account.

ACCA looks forward to establishing a close association over the term of the contract and to your maintaining our gardens and lawns to the expected high standard.

Yours sincerely,

Norman Gilmore  
Chairman

DP270127 Abbotsford Cove Community Association (ACCA)  
Garden Contract

CONTRACT AND SCHEDULE OF INFORMATION

1. PARTIES TO THE CONTRACT

This contract is between:

DP270127 Abbotsford Cove Community Association (ACCA)  
PO Box 3026 Wareemba NSW 2046

and

Green Options Pty Ltd (The Contractor)  
PO Box 719, Botany NSW 2019

2. SITE ADDRESS

Abbotsford Cove  
Corner Great North Road & Blackwall Point Road  
Abbotsford NSW 2046

3. THIS CONTRACT COMPRISES:

- (a) This Contract and Schedule of Information
- (b) The Scope of Works (Attachment A).

4. TERM OF CONTRACT

The contract for work required under the Scope of Works will commence on 1 July 2018 for a period of 12 months. A further two 12-month extensions of the contract period will be considered if performance over the previous 10 months has been satisfactory. Both parties will negotiate any extensions of the contract period.

5. CONTRACT TERMINATION

The contract will terminate on 30 June 2019 unless terminated earlier by either party giving thirty (30) days' notice in writing or an extension is agreed as outlined in 4. above. The contract may be extended on a monthly basis until a new contract is awarded following a new tender.

6. PAYMENT TERMS

6.1 Payment will be made monthly in arrears. The invoiced amount for gardening services provided during a month will be paid by the end of the next month provided that the invoice is received by the 15th day of that next month.

6.2 Payment for any additional approved costs allowed under the contract will be made monthly in arrears by the end of the next month provided that the invoice itemising the costs is received by the 15th day of that next month.

6.3 Payment for turf maintenance will be made monthly in arrears by the end of the next month, provided that the invoice itemising each turf maintenance service is received by the 15th day of that next month.

6.4 All invoices must be tax invoices and include GST shown as a separate item.

6.5 All invoices are to be addressed to:

The Strata Manager  
Whelan Property Group Pty Ltd  
DP270127 Abbotsford Cove Community Association  
PO Box 75, STRAWBERRY HILLS, NSW 2007

Electronic submission of invoices is preferred, by email to [invoices@whelanproperty.com.au](mailto:invoices@whelanproperty.com.au) and to ACCA's Treasurer.

## 7. CONTRACT FEE

The contract fee for garden and general maintenance is fixed for the term of the contract at \$159,660 plus GST.

The contract fee for the maintenance of all lawn and grassed areas is fixed per mow for the term of the contract at \$720 plus GST.

## 8. INSURANCE

The Contractor must hold and maintain insurances in the areas below and produce copies of current certificates on ACCA's request:

Public Liability – minimum cover of \$20,000,000  
Workers Compensation  
All other Statutory covers.

## 9. SERVICES

The Contractor will provide the services set out in the Scope Of Works or as varied by this Contract and Schedule Of Information.

## 10. PERSONNEL

The contractor will provide the services of two (2) permanent gardeners, one of whom will be a qualified experienced horticulturist, the other an experienced

professional gardener for a minimum of thirty eight (38) hours per week on site per person, with a start time of not before 7am.

The mowing crew will comprise at least two persons for one day (16 person hours) per mow, additional to the normal garden staff. The garden staff is not to be involved in mowing.

## 11. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

Quotes may be requested from the Contractor and others if soil remediation services or other garden, lawn or landscaping services are required.

Contractor is to provide all tools and equipment required to undertake works safely, efficiently and professionally.

ACCA does not have storage facilities. All tools and equipment are to be stored off site.

All chemical supplies (including fertilisers, pesticides and weedicides), but not soil conditioners, are included in the Contract Fee.

The Garden Committee may request time sheets to support invoices.

Contractor is to provide additional professional gardening staff to cover staff absences (including annual holidays, RDOs, sick leave, and staff training days) except for NSW public holidays. When rain stops site maintenance work, make-up time is to be arranged to meet contracted staff presence.

The Garden Committee is to be advised when normal garden staff is not on site and of the identity of replacement staff.

Contractor is to allow for the attendance of a supervisor for three hours per month for an on-site review (walkaround).

Contractor must provide a timely response during business hours to matters raised by the Garden Committee.

Contractor is to provide a report once a month to the Executive Committee and the Garden Convenor on work completed and in progress, covering the normal monthly schedule, issues raised on the walkaround, any other matters advised by the Garden Committee as needing attention, and staffing.

11. ACCEPTANCE OF CONTRACT

Executed for and on behalf of

GREEN OPTIONS PTY LTD

Signed:

Signature of duly authorised representative

Print name:

Date:

Executed for and on behalf of

DP270127 ABBOTSFORD COVE COMMUNITY ASSOCIATION

Signed:

Signed:

Signature of duly authorised representatives

Print name:

Print name:

Date:

Date:

## **ATTACHMENT A**

### **SCOPE OF WORKS**

The provision of landscaping, gardening and mowing services is to be based on carrying out work on an as needed basis to maintain all agreed areas of Abbotsford Cove in a superior condition. Specific works to be undertaken are listed below and are to be scheduled in conjunction with the Abbotsford Cove Garden Committee. The intention is to have a published fixed schedule to cover the whole site so that residents know when there will be gardeners attending to their area.

Areas to be maintained are defined as those highlighted by the heavy black line on the attached plan, and include ACCA community property, strata common property, neighbourhood property, the “right of access” area to the rear and side of the Pavilion, and the lawn and paths on adjacent nature strips.

The areas to be maintained do not include Melrose Crescent below Abbotsford Cove Drive (Canada Bay Council property) or individual lots (Abbotsford House, the Pavilion Great North Road frontage, strata lots, neighbourhood lots).

#### **1. MAINTENANCE OF GARDENS AND TREES, AND REMOVAL OF RUBBISH**

##### **1.1 SHRUBS AND GARDENS**

- Hedge and prune shrubs when required to maintain existing form and to suit their individual growing patterns. Hedges should generally be kept to a height of no more than two metres.
- Remove any dead plants and any dead, yellowing, damaged or diseased foliage and branches from plants.
- Keep foliage clear of paths, handrails, lights, signage, fire hydrants, gates and pool fences.
- Remove cobwebs from pedestrian lights within the area being worked on.
- When conditions are suitable, replant or plant new shrubs and other plants as requested by the Garden Committee. Water new plantings if necessary for a limited time to help them become established.
- Water trees or shrubs as an exceptional activity when conditions make it essential.
- Weed on a regular basis with a zero weed target.
- Apply fertilizer at the manufacturer’s recommended rate to shrubs and to garden beds at least twice a year in accordance with sound horticultural practices.
- Apply manure provided by ACCA when requested.

- Mulch all garden areas when requested with mulch provided by ACCA.
- Treat all plants to eliminate pests and disease.
- On an emergency basis, repair or adjust strata watering systems.

## **1.2 TREES**

- Prune all trees as needed to ensure foliage is kept clear of pedestrians, vehicles, lights and signage and to maintain the desired shape, provided that the pruning is within four metres of the ground.
- Remove dead or diseased branches and foliage if within four metres of the ground.
- Treat outbreaks of pest and disease to standard horticultural practice.
- Make available specialist arborist advice as required.

## **1.3 RUBBISH REMOVAL**

- Remove rubbish (including paper, litter, leaves, fallen branches) from entire site (including landscaped areas, gardens, turfed areas, strata entrances and emergency exits and fire escape steps, roadways, driveways, tennis courts, paved and grassed areas in swimming pool enclosures, pathways, nature strips), preferably by vacuuming, to maintain the site in a superior condition.
- Place green waste in the thirty or so Council green bins provided. If necessary, bundle foliage for Council waste collection twice yearly. If required, historically only once or twice a year, load any green waste which cannot be contained in the Council green bins into skips arranged and paid for by the Contractor.
- Put out green waste bins every fortnight for Council collection and return empty bins to storage areas.
- Regularly clean all accessible grated drains.

## **1.4 TENNIS COURTS**

- Groom with blower as required, at least weekly, to remove rubbish, debris and litter from the enclosed areas.
- Keep plants clear of fences.

## 1.5 SWIMMING POOLS

- Remove rubbish, debris and litter from all pool paved and grassed areas at least weekly.
- Keep shrubs and trees near swimming pools trimmed to minimise the accumulation of leaves and twigs in the pool.
- Keep plants clear of fences.

## 2. LAWN MAINTENANCE AND EDGING

- Maintain all lawns in Abbotsford Cove (as defined above).
- Mow all turfed areas including the foreshore park, lawns, and nature strips as shown in the attached plan, using appropriate mowing equipment for the size and terrain of the area to be mowed. Determine mowing period to suit growing pattern and to ensure all grassed areas are kept in a superior condition. Allow twenty (20) mows per annum unless otherwise requested by the Garden Committee.
- Edge turfed and garden areas mechanically or by manual spade-edging to maintain a neat appearance, including around trees, light poles, signposts, and the water feature's edging.
- Fertilise all grassed areas twice yearly when seasonal conditions permit in accordance with the manufacturer's specified rate of application and good lawn care practice, with the type of fertiliser to be advised by the Contractor.
- Treat all grassed areas for weeds and non-typical grasses on a regular basis with a zero weed target, with the type of herbicide to be advised by the Contractor.
- Treat all grassed areas for outbreaks of pests and diseases when required in accordance with good lawn care procedures. The type of pesticide is to be advised by the Contractor.
- Comply with WH&S standards in regard to residents and Contractor's staff when chemicals are being sprayed.
- Repair small areas of turf up to a total of 25 square metres per annum.



ABBOTSFORD COVE COMMUNITY ASSOCIATION DP270127



Gardens within these lots are not maintained by ACCA

