

23 March 2023

Ben Smith

City of Darebin

PO Box 91
Preston, Victoria 3072

Dear Ben,

Proposal to Classify In-Situ Soil within a Nominated Area of the Northcote Public Golf Course, 143 Normanby Avenue, Thornbury, Victoria

Prensa Pty Ltd (Prensa) is grateful for the opportunity to provide City of Darebin (CoD) with this proposal to undertake a Soil Classification Assessment (Assessment) of nominated in-situ soil at the Northcote Public Golf Course, 143 Normanby Avenue, Thornbury, Victoria (the Site).

1 Background

Based on the information provided, Prensa understands that CoD is currently in the process of redeveloping the public recreational area in the north-east portion of the Site, south of Mayer Park. As part of the redevelopment, footpath upgrade works are proposed, which includes the excavation of an existing section of footpath within an area up to 800 metres in length and 1.8 metres in width. Excavation of soils is proposed to a maximum depth of 0.3 metres below ground level (m bgl). Following the excavation works, it is understood that a concrete or gravel base will be applied prior to the installation of the new footpath.

Prensa was advised that CoD may intend to dispose of surplus spoil from the Site to facilitate the redevelopment works. As such, Prensa was requested to provide this proposal to classify the nominated in-situ soil for off-site disposal in accordance with the *Environment Protection Regulations 2021* and relevant EPA Victoria Guidelines as outlined in **Section 3.3**.

2 Objective

The objective of the proposed Assessment is to classify the nominated in-situ soil in accordance with the *Environment Protection Regulations 2021* and relevant EPA Victoria Guidelines prior to its proposed off-site disposal.

3 Scope of Works

3.1 Key Undertakings

To complete the Assessment, Prensa will undertake the following works:

- Review Before You Dig Australia (BYDA) plans;
- Prepare a Site Safety Plan (SSP), including relevant Safe Work Method Statements (SWMS);
- Engage an appropriately licensed contractor to undertake underground service detection to facilitate the soil sampling works;
- Intrusive soil assessment, including:
 - Establishment of ten (10) boreholes to a maximum depth of 0.3 m bgl using hand sampling equipment along the footpath alignment;
 - Collect representative soil samples from each borehole;
 - Collect representative samples of suspected asbestos-containing materials, if identified;
 - Log the soil observed at each borehole;
 - Conduct on-site screening of soil for potential volatile contamination;
 - Reinstate each borehole using soil generated during establishment; and
 - Arrange analysis of soil samples at a National Association of Testing Authorities (NATA) accredited laboratory.
- Compare the field observations and analytical results with the characteristics and contaminant thresholds to determine the waste disposal category; and
- Prepare a soil classification report.

3.2 Assessment Boundaries

Based on the area of the proposed works (1,440 m²) and the depth of the proposed excavation (0.3 m bgl), Prensa estimates that approximately 432 m³ of soil is present on-site that may require excavation and disposal.

The Assessment will be limited to the classification of one (1) soil domain (fill soil) to a maximum depth of 0.3 m bgl within the nominated area of the Site.

3.3 Technical Framework

Prensa will undertake the works described in this proposal in general accordance with the following:

- Victorian Government *Environment Protection Act 2017*;
- Victorian Government *Environment Protection Regulations 2021*;
- Victorian Government, *Specifications Acceptable to the Authority for Receiving Fill Material*, 2021 (Determination S301);
- National Environmental Protection Council, *National Environment Protection (Assessment of Site Contamination) Measure 1999*, 2013 (NEPM (ASC));

- EPA Victoria, Industrial Waste Resource Guidelines, *Sampling and Analysis of Waters, Wastewaters, Soils and Waste*, 2009 (IWRG701);
- EPA Victoria, Industrial Waste Resource Guidelines, *Soil Sampling*, 2009 (IWRG702);
- EPA Victoria, Publication 1756.2, *Summary of waste framework*, 2021;
- EPA Victoria, Publication 1828.2, *Waste disposal categories – characteristics and thresholds*, 2021 (Publication 1828.2);
- EPA Victoria, Publication 1967.2, *Waste code transition to Environment Protection Regulations 2021*, 2021;
- EPA Victoria, Publication 1968.1, *Guide to classifying industrial waste*, 2021;
- Standards Australia, Australian Standard 4482.1, *Guide to the Investigation and Sampling of Sites with Potentially Contaminated Soil, Part 1: Non-volatile and Semi-volatile Compounds*, 2005 (AS 4482.1)¹; and
- Standards Australia, Australian Standard 4482.2, *Guide to the Sampling and Investigation of Potentially Contaminated Soil, Part 2: Volatile Substances*, 1999¹.

4 Methodology

4.1 Preliminaries

4.1.1 Site Safety Plan

Prensa will develop an SSP for the site works, which will include relevant SWMS as well as emergency procedures, emergency contact details and induction information. A copy of the SSP will be available to the Prensa consultant onsite for the duration of the site works.

4.1.1 Underground Assets

Prensa will undertake a review of BYDA plans and underground service plans provided by CoD (if available) prior to intrusive works. This will assist in identifying the location of services entering the Site and with selecting borehole locations at a safe distance from underground assets. Copies of these plans will be also provided to the service locator during service clearance.

4.1.2 Subcontractors

Prensa will arrange for a suitably qualified subcontractor to undertake underground service detection. Subcontractors will be inducted into Prensa's SSP and SWMS prior to site works, and will be supervised by Prensa during site works.

It is noted that Prensa's preferred subcontractors have been approved as part of Prensa's internal Quality Management System.

¹ It is noted that AS 4482.1 and AS 4482.2 have been withdrawn. The withdrawn standards have been considered in this document as they add to the 'state of knowledge' without a replacement available. These documents are also referenced in relevant guidelines such as the IWRG702.

4.2 Soil Assessment

4.2.1 Field Observations

Prensa will log relevant details relating to the in-situ soil with particular attention given to the following:

- Soil type (i.e. clay, silt, sand);
- Soil characteristics (i.e. colour, consistency, moisture);
- Evidence of contamination (i.e. discoloured or stained soil, odours); and
- Presence of waste (i.e. demolition waste, including ACM) and gravels.

4.2.2 Field Screening

Prensa will screen representative soil from each borehole using a photo-ionisation detector (PID) to provide an indication for the potential of volatile contamination within the soil. The PID will be calibrated prior to use with isobutylene of a known concentration.

4.2.3 Sampling Locations

Prensa proposes to establish ten (10) boreholes within the alignment of the proposed footpath at the Site. Boreholes will be established using hand sampling equipment (hand auger) to a maximum depth of 0.3 m bgl. Fill soil samples will generally be collected at near surface (0.1 m) and 0.3 m.

The above sampling strategy is considered sufficient to satisfy the project objectives.

4.2.4 Sample Collection

Prensa will collect at least two (2) representative soil samples of fill from each borehole, where practicable. Additional samples will be collected where evidence of contamination or changes in lithology are identified.

The soil samples will be collected and placed in glass jars with Teflon™-lined lids supplied by a NATA accredited laboratory. The jars will be placed in a chilled ice chest before being transported to the laboratory along with chain of custody documentation.

Prensa will also collect representative samples of suspected asbestos-containing material (if identified). Suspected asbestos-containing material samples will be placed in a zip locked bag and will be transported to Prensa’s NATA accredited laboratory.

4.2.5 Sample Density

The proposed sampling density is outlined in **Table 1**.

Domain	Samples Collected	Samples Analysed	Classification Method	Maximum Possible Classification Volume
Fill	20	10	95% upper confidence limit of the mean (95% UCL)	Up to 2,500 m ³

Ten (10) of the twenty (20) samples collected will be analysed to classify a volume of up to 2,500 m³ using the 95% UCL in accordance with IWRG702 (as referenced in Publication 1968.1), however it is anticipated that a smaller volume (approximately 432 m³) will require off-site disposal as part of the works.

4.2.6 Reinstatement

Prensa will backfill the boreholes with the soil generated during establishment. Efforts will be made to reinstate the borehole to a safe condition. However, it should be noted that signs of disturbance are likely to remain at these locations.

4.3 Analytical Schedule

4.3.1 Total Concentrations

Soil samples will be analysed in accordance with the analytical schedule outlined in **Table 2**. The proposed analytical schedule has been developed based on the broad range of contaminants outlined in Table 2 and 3 of Publication 1828.2 and common contaminants associated with imported fill soil.

Locations	Samples Collected	Samples Analysed	Analyte
Fill	20	2	1828.2 Screen ¹
		8	Metals ² , TRH, PAH, BTEXN ³

4.3.2 Leachable Concentrations

Australian Standard Leaching Procedure (ASLP) analysis may be required should contaminant concentration exceed the Fill Material upper limits provided in Publication 1828.2. This analysis will be requested following review of the analytical results for total contaminant concentrations, if required.

5 Reporting

A soil classification report will be prepared on completion of the assessment works described in this proposal. The components of the report will include the following:

- Background;
- Objective;
- Scope of works;
- Methodology (including sampling and analytical schedules);
- Findings (including field observations and analytical results); and
- Conclusion; and
- Attachments (including sampling location figures, tabulated analytical results, and NATA endorsed analytical reports).

It is noted that the soil classification report is a factual report that can be provided to the transporter and receiver of soil requiring disposal off-site.

¹ The 1828.2 Screen suite of contaminants includes the following:

- Total Recoverable Hydrocarbons (TRH)
- Polychlorinated Biphenyls (PCB)
- Polycyclic Aromatic Hydrocarbons (PAH)
- Volatile Organic Compounds (VOC)
- Phenols
- Metals including: As, Cd, Cr, Cr⁶⁺, Cu, Pb, Hg, Mo, Ni, Ag, Se, Sn, Zn
- Organochlorine Pesticides (OCP)
- Cyanide, Total fluoride and pH

² Metals (M16) includes: Ag, As, Ba, Be, B, Cd, Cu, Hg, Mo, Ni, Pb, Sb, Se, Sn, Zn

³ Benzene, toluene, ethylbenzene, xylene and naphthalene (BTEXN)

6 Contractual Agreement

6.1 Fees

The fees to undertake the works described in this proposal are provided in **Table 3**.

Table 3: Fees			
Consulting Fees			Fee (ex GST)
Project management (including SSP, resourcing, communications and scheduling).			\$360
Site work (including soil sampling, site establishment and travel time).			\$1,280
Reporting (including quality assurance and internal technical review).			\$1,280
<i>SUB TOTAL FEE</i>			<i>\$2,920</i>
Subcontractor Fees			Fee (ex GST)
Service location			\$600
<i>SUB TOTAL FEE</i>			<i>\$600</i>
Equipment Fees			Fee (ex GST)
Consumables - soil			\$75
PID			\$100
Hand Auger			\$60
<i>SUB TOTAL FEE</i>			<i>\$235</i>
Soil Analytical Fees (Standard Turnaround)	Rate	Unit	Fee (ex GST)
1828.2 Screen (Table 3)	\$210	2	\$420
Metals, TRH, PAH, BTEXN (Suite B7 with M16)	\$90	8	\$720
Storage and handling			\$100
<i>SUB TOTAL FEE</i>			<i>\$1,240</i>
TOTAL FEE			\$4,995

6.2 Schedule of Rates

It is possible that additional works may be required as part of the works to be undertaken at the Site. Prior to the commencement of works outside of this proposal, Prensa will contact CoD to gain approval. Additional works will be undertaken based on the following schedule of rates (Mon-Fri, 07:00-17:00):

- Consultant \$160/hour
- Senior Consultant \$180/hour
- Managing Consultant \$200/hour
- Director \$300/hour
- Laboratory Analysis At cost plus 15%
- Subcontractor Fees At cost plus 15%
- Overtime (weekend/outside normal hours) Add \$75/hour

6.3 Limitations

The fees listed in **Table 3** of this proposal are based on the following limitations:

- Prensa has nominated and described a scope and methodology to satisfy the objectives. If an alternative is required by CoD or for circumstances out of our control, a revised scope may attract additional fees;
- Prensa arranges site works in good faith (including subcontractors), and if cancellation for planned works are made at short notice, additional fees may apply;
- The use of Prensa's preferred subcontractors. Should these subcontractors not be available and alternative arrangements are required to undertake the works, additional fees may apply;
- Allowance has been made to classify one (1) fill soil domain only;
- In the event that service location is not required (or is not required to be organised/engaged by Prensa), a discount of \$600 will be applied to the final invoice;
- No allowance has been made for ASLP analysis and, if required due to elevated contaminant concentrations, additional costs will apply;
- No allowance has been made to seek a designation from EPA Victoria in the event a designation is required to appropriately classify the soil;
- It is assumed that the works described in this proposal are to be undertaken within normal business hours (Monday to Friday, 07:00-17:00, excluding Public Holidays). Should any works be required outside of these times, additional fees will apply;
- Prensa has made allowance for up to one (1) hour for inductions for each consultant on-site. Additional time for inductions may incur additional costs;
- No allowance has been made for standby time due to unsafe work conditions or issues outside of our control;
- Full access must be provided for sampling locations (i.e. no locked gates, parked cars, long grass or soil stockpiles hindering accessibility);
- No allowance has been made to analyse suspected asbestos-containing materials (if identified) during the site works. Should this be required, Prensa is able to arrange analysis at an additional fee of \$30 per sample, excluding GST; and
- Acceptance of this proposal means full acceptance of the attached **Terms and Conditions**. Should alternative terms be required, costs for review and negotiation may apply.

6.4 Timing

Prensa anticipates that a consultant would be available to attend Site to undertake the site work component within five (5) business days of proposal acceptance, subject to access approval and subcontractor availability.

Analytical costs have been based on standard (five (5) business day) turnaround time. Shorter turnaround times may be arranged at an additional cost (e.g. add 25% for 48 hour turnaround).

The soil classification report can be provided within five (5) business days of receipt of final analytical results. Should shorter timeframes be required, Prensa will work with CoD to achieve these.

Prensa will provide CoD with regular updates throughout the works to discuss findings and additional works that may be required.

7 Australian Contaminated Land Consultants Association

Prensa is a member of the Australian Contaminated Land Consultants' Association (ACLCA), the consulting industry's peak body for contaminated land. As a member of ACLCA, Prensa is required to act in accordance with ACLCA's Code of Practice and is committed to the development and preservation of high quality company practices through annual certification of its members. Prensa has built upon its relationships with industry regulatory authorities and related agencies, and is provided with access to a wide range of training opportunities through ACLCA. Prensa staff are active participants in ACLCA and contribute to shaping the future of the industry through ongoing professional development.

8 Proposal Acceptance

Prensa will acknowledge formal acceptance of this proposal upon completion and return of the attached **Client Acceptance Form**.

Upon authorising for the works described in this proposal to proceed, all information relating to underground services and assets at the Site must be provided to Prensa prior to the commencement of intrusive assessment works.

If you have any questions in regards to this proposal, please contact the undersigned on (03) 9508 0119.

Yours sincerely,



Paul Bartoli

Senior HSE Consultant

Prensa Pty Ltd

Attachments:

- General Terms & Conditions – Conditions of Engagement
- Special Terms & Conditions for Environmental Investigations
- Client Acceptance Form

General Terms & Conditions - Conditions of Engagement

The Company and the Client (as described in the accompanying Proposal) agree that any professional services, including subsequent services and charges (collectively the Services), to be provided by the Company relating to the Proposal will be on the following Terms and Conditions. In the event of any inconsistency between these Terms and Conditions and any other Terms and Conditions, these Terms and Conditions shall prevail. Collectively the Proposal and the following Terms and Conditions form the Agreement between the Client and the Company. If any clause in the Agreement is found to be inoperable, such clauses shall be severed from the Agreement and all other clauses remain valid.

1. **Definitions.** In these conditions of engagement:
 - “Company” means Prensa Pty Ltd (ACN 142 106 581).
 - “Client” means the person to whom the company is contracted to provide services and who is ultimately responsible for payment. The Client may be represented by an Agent (eg. Project Manager, Solicitor, Architect, etc.) who acts with the Client’s authority and arranges for or directs the services on his behalf.
 - “Proposal” means the Company’s written offer to provide consulting services which accompanies these Terms and Conditions.
 - “Agreement” means the Proposal and the Conditions of Engagement
 - “Services” means the services or goods to be provided by the Company to the Client, as detailed in the Proposal.
2. **Special Terms and Conditions.** In the event the Services being provided include advice relating to Asbestos & Hazardous Materials and/or Contaminated Land or Groundwater investigations, additional Special Terms and Conditions apply. These Terms and Conditions provide clarity of issues which relate specifically to such work and should be read in conjunction with these General Terms & Conditions. Where inconsistency exists, the provisions of the Special Terms & Conditions shall prevail.
3. **Responsibility of the Company.** The Company undertakes to exercise all reasonable care in accordance with standards ordinarily exercised by members of the profession generally who practice in the same location and under similar conditions.
4. **Role of the Client.** The Client (or Agent) must provide to the Company (where relevant):
 - Written acceptance of the Proposal. In the absence of a written acceptance, the Company can rely on verbal acceptance of this proposal in order for the works to commence.
 - Any environmental, health and safety policies or procedures it requires the Company to abide by during the provision of the Services.
 - Information known to exist by the Client which may be required by the Company to deliver the Services.
 - Any other access or information reasonably requested by the Company in order that the Services can be delivered.
5. **Role of Agent.** The Company accepts that an Agent may engage the Services of the Company on behalf of the Client. In such cases the Agent must acknowledge their role as the Agent in writing and shall accept liability for the Client’s obligation under this agreement. In the absence of any acknowledgement to the contrary the party engaging the Company shall assume the responsibilities and liabilities of the Client.
6. **Reports.** Where written advice is provided, the Client will be entitled to one (1) copy of the report unless otherwise agreed in writing. Additional copies can be provided at an agreed charge.
7. **Provision of Estimate Quantities in Reports.** Prensa is not a professional quantity surveyor (QS) organisation. Any areas, volumes, tonnages or any other quantities noted in the reports provided by Prensa are indicative estimates only. The services of a professional QS organisation should be engaged if quantities are to be relied upon.
8. **Third Party Reliance.** This Proposal and the Services subsequently provided have been undertaken to meet the specific needs of the Client. Third parties should not rely on the advice provided to the Client as their needs may differ and therefore the conclusions drawn and advice provided may not be relevant to a third party.
9. **Fees & Rates.** The fees and rates set out in this Proposal are applicable for 6 months. The fees and rates in this Proposal are exclusive of GST unless otherwise stated in writing.
10. **Terms of Payment.** The Client will pay to Prensa the fees and expenses prescribed in this Proposal. The Company may issue progress invoices monthly. Payment is to be made with 30 days of receipt of the invoice. In the event there is any dispute of the works performed or any dispute regarding the invoice, the details of such a dispute shall be notified in writing to the Company within 15 days. In the absence of such notification the Client agrees the invoice will be deemed valid and payment will be made under the terms of this agreement.
11. **Limitation of Liability.** To the maximum extent limited by law, the liability of the company and its directors arising out of the delivery or non delivery of Services, whether under law of contract, tort or otherwise will be limited to three times the fee actually paid by the Client to the Company for the Services concerned. The Company will not be liable in respect of any indirect, consequential or special losses.
12. **Reliance on Information Provided by Others.** Prensa notes that where information has been provided by other parties in order for the works to be undertaken, Prensa cannot guarantee the accuracy or completeness of this information. The Client therefore waives any claim against the Company and agrees to indemnify the Company for any loss, claim or liability arising from inaccuracies or omissions in information provided to the Company by third parties.
13. **Copyright.** Intellectual property and copyright of all reports, drawings, software, calculations and other documents provided by Prensa in the provision of the Services shall remain the property of Prensa.
14. **Disputes.** In the event that a dispute between the Client and the Company, it is the responsibility of the aggrieved party to notify the other in writing within seven (7) days of the dispute arising. All disputes will initially be dealt with by the parties meeting without legal representation. Should resolution not be achieved the parties shall enter non binding mediation in accordance with procedures set out by the Institute of Arbitrators and Mediators of Australia. The cost of mediation shall be borne equally by each party.
15. **Termination.** This agreement may be terminated by either party upon seven (7) days written notice in the event that either party substantially fails to fulfil its obligations set out in this agreement. In the event of termination, the Company shall be paid for all work performed up until the termination notice date.
16. **Non-solicitation.** The Company engages with the Client in good faith and on agreed commercial terms. The Client may not solicit or engage the services of the employees of the Company for a period of 12 months from when the services were delivered. Where agreed in writing and subject to reimbursement to the company of a sum equivalent to 10 weeks undiscounted consulting fee, the Client may engage the Company’s employee.
17. **Subsequent Agreement.** Once this proposal has been accepted by the Client, any subsequent agreement between Prensa and the Client which is required to be entered into after the works have commenced and which is predominately for the purposes of receiving payment in accordance with the Client’s procurement processes, does not override the Terms and Conditions contained in this proposal and which have been agreed to by the Client when accepting this proposal and requesting works to proceed.
18. **Procurement Process.** Unless specifically agreed otherwise, costs incurred by Prensa in assisting the Client to comply with their internal procurement process after the works have been complete will be charged on an hourly rate basis.

Special Terms & Conditions For Environmental Investigations

1. **Precedence of Documents.** These Special Terms and Conditions provide clarification of issues which relate specifically to work relating to Environmental Investigation. These Special Terms and Conditions should be read in conjunction with these General Terms & Conditions. Where inconsistency exists, the provisions of the Special Terms & Conditions shall prevail.
2. **Sampling Risks.** Prensa acknowledges that any scientifically designed sampling program cannot guarantee all sub-surface contamination will be detected. Sampling programs are designed based on known or suspected site conditions and the extent and nature of the sampling and analytical programs will be designed to achieve a level of confidence in the detection of known or suspected subsurface contamination. The sampling and analytical programs adopted will be those that maximises the probability of identifying contaminants. The Client must therefore accept a level of risk associated with the possible failure to detect certain sub-surface contamination where the sampling and analytical program misses such contamination. Prensa will detail the nature and extent of the sampling and analytical program used in the investigation in the investigation report provided.
 Environmental site assessments identify actual subsurface conditions only at those points where samples are taken and when they are taken. Soil contamination can be expected to be non-homogeneous across the stratified soils where present on site, and the concentrations of contaminants may vary significantly within areas where contamination has occurred. In addition, the migration of contaminants through groundwater and soils may follow preferential pathways, such as areas of higher permeability, which may not be intersected by sampling events. Subsurface conditions including contaminant concentrations can also change over time. For this reason, the results should be regarded as representative only.
 The Client recognises that sampling of subsurface conditions may result in some cross contamination. All care will be taken and the industry standards used to minimise the risk of such cross contamination occurring, however, the Client recognises this risk and waives any claims against the Company and agrees to defend, indemnify and hold the Company harmless from any claims or liability for injury or loss which may arise as a result of alleged cross contamination caused by sampling.
3. **Site Disturbance.** Where fieldwork activities are undertaken as part of the Services, the Client understands that in normal course of work some surface disturbance will occur. Unless expressly described in the Proposal, or required by law, the Company's responsibility to make good for disturbance caused during the Company's investigation activity shall be limited to uncompacted backfilling of test pits and surface plugging of boreholes not otherwise capped. Any other repair or re-instatement or pavements or other surface finishes shall be the Client's responsibility and is not part of this Agreement.
4. **Provision of Information.** The Client is required to provide all relevant information of which it is aware at the time the works are to be performed. Such information may include but is not limited to: previous environmental or hazardous materials reports, records of spills, details of chemical and fuel storage, records of onsite disposal, details of any environmental infringements and any other information which may be deemed relevant to the investigation.
5. **Reliance on Information Provided by Others.** Prensa notes that where information has been provided by other parties in order for the works to be undertaken, Prensa cannot guarantee the accuracy or completeness of this information. The Client therefore waives any claim against the Company and agrees to indemnify the Company for any loss, claim or liability arising from inaccuracies or omissions in information provided to the Company by third parties.

Client Acceptance Form

Quote Number: 113158MQ

Accepted By:

Name:	
Position:	
Phone number:	
Client:	
ABN:	
Report and invoice emailing address:	
Signature:	
Date:	

It is agreed that the Client nominated above:

- Accepts this proposal and authorises Prensa to proceed with the works as outlined in the attached proposal.
- Has read and accepts the terms and conditions as detailed in this proposal.
- Shall pay all invoices (including any progress invoices), including GST, issued by Prensa Pty Ltd within 30 days of receiving the invoice(s). If the Client nominated above is not the entity to be invoiced, please notify Prensa immediately before the works proceed.

This document must be signed by the client and returned to Prensa before the works can proceed.