



Tarong North Pty Ltd

Special Conditions of Contract

Sitework Conditions



SPECIAL CONDITIONS OF CONTRACT - SITEWORK CONDITIONS

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SPECIAL CONDITIONS OF CONTRACT - SITEWORK CONDITIONS

1 GENERAL

These Special Conditions of Contract – Sitework Conditions apply to the Manager's Site and shall be complied with in all respects by the Contractor, its subcontractors, employees and agents. In the event of any conflict between any provision of these Special Conditions of Contract – Sitework Conditions and any provision set out elsewhere in the Contract, the Contractor shall notify the Manager of the conflict and shall comply with the Manager's direction as to the interpretation which shall apply.

The Contractor shall ensure that:

- (a) it is fully conversant with all requirements of these conditions;
- (b) where any part of the Work under the Contract is subcontracted, these conditions form part of the subcontract; and
- (c) its on-Site workforce and all others for whom it is responsible who are on the Site are fully conversant with and comply with these conditions.

2 CONTRACTOR'S SITE REPRESENTATIVE

The Contractor shall appoint a Site Representative.

The Contractor shall provide written notification to the Manager of the name of its Site Representative. The Contractor's Site Representative shall have the necessary authorities and competencies to make all decisions on behalf of the Contractor that relate to all work under the Contract which is performed on the Site

The Contractor shall also employ a sufficient number of suitably experienced Supervisors to adequately supervise the work on Site having regard to its scope, nature and magnitude. Each Supervisors shall be responsible for a clearly defined section of the work under the Contract and shall exercise continuous control over that work.

Where Supervisors are appointed, the Contractor shall submit to the Manager an organisation chart showing their names and areas of responsibility, and shall keep the Manager informed of any changes thereto.

Matters within the knowledge of the Contractor's Site Representative shall be deemed to be within the knowledge of the Contractor.

3 SITE MEETINGS

The Contractor's Site Representative shall attend all Site meetings convened by the Manager in relation to the work under the Contract and the cost of such attendance shall be deemed to be included in the Contract Sum.

4 TRANSPORT

The Contractor will be responsible for the delivery, reception, unloading and storage at the Site of all things supplied for the purposes of the Contract, or as directed.

Transportation of loads to or from the Site by road shall conform with the regulations of authorities having jurisdiction over constructions, structures and the movement of traffic along the proposed routes.

The Contractor shall ascertain the route to be used for transport of each item to the Site. All costs, obtaining of permits, escorts and the like, arranging and undertaking of transport shall be the responsibility of the Contractor.

All items delivered to the Site for use in the work under the Contract shall be identified as directed by the Manager

5 SITE ACCESS AND SECURITY

All persons entering the Site for work must have a current induction. The Contractor shall submit a completed "Form TN-F-0344 Application for Tarong North Induction" for each member of the proposed Site workforce, before induction commences. The induction will be for a duration of up to one hour. The above form will be made available by the Manager. Upon successful completion of induction each person may be issued with an access card. The access card is required to gain access to the Site and must be displayed at all times whilst on Site.

Contractor access cards (and any keys provided) must be surrendered at the completion of the job or at any other time requested by the Manager. The cards or keys must only be used by the authorised person and cannot be loaned or given to a third party for any reason. Missing or lost access cards or keys must be reported to the Manager immediately.

Site access is restricted to times, dates and places detailed in the scope of work. Access to the complete site for purposes other than those defined by the "Scope of Work" is prohibited. Any person may be stopped and questioned by Representatives of the Manager, regarding the nature of their work and their presence in any area of the Site.

Contractors and their employees are prohibited from:

- (a) removing from site anything that is the property of the Manager or any other onsite party without the written consent of the owner. Such items shall include, but are not limited to electronic material, hardcopy documents, supplies, materials and equipment. The Manager reserves the right to inspect any items being removed from site (personal or otherwise).
- (b) taking photographs, digital images and video footage of the site without the permission of the Manager.
- (c) bringing any firearm, explosive device, noxious chemical or other harmful agent onto the site without the written permission of the Manager.

Tasks and activities completed on site are restricted to those associated with work detailed in the "Scope of Work". Some tasks may be required to be completed in the presence of a Tarong North representative. These tasks will be identified in the "Scope of Work".

Contractors and their employees shall:

- (a) abide by internal security requirements and directions whilst on the Site. These directions may include leaving all secured locked doors and gates locked, reporting suspicious behaviour, preserving the integrity of fences and barriers and entering the site at authorised locations; and
- (b) conduct themselves in a manner that is considered appropriate and refrain from acts of abuse, aggression and violence, including abusive and offensive language and fighting.

The Manager reserves the right to refuse or withdraw permission for any person to enter the Site and any interruption to work under the Contract caused by any such refusal or withdrawal shall not be regarded as an interruption due to factors outside the control of the Contractor. Any costs incurred by the Contractor in providing replacement personnel shall be at the Contractor's expense.

Vehicles and containers including personal bags, cases and the like being brought onto or taken from the Site, will be subject to control and inspection by the Manager or delegate, on entering or leaving the Site. Each item of plant or equipment brought onto the Site shall bear a suitable identification mark of ownership.

The Contractor shall arrange insurances as required by the Contract for damage or loss of all items used in the performance of the Contract and the Manager shall not be liable to the Contractor or its subcontractors or their employees for the loss of or damage to any property brought on to the Site.

6 VEHICLES

Vehicles present the biggest risk to site security and the safety of people. For that reason, vehicle access to site is discouraged and access permission to the Vehicle Gate is a privilege, not a right. The only vehicles to come onto Site are those required to carry goods, tools and equipment, as well as those to carry out work and emergency vehicles. It is not generally acceptable for vehicles to be on-site to transport people.

Requests for vehicle access to Site must be submitted to the Manager using form "TN-F-0131 Vehicle Access to Site". The company name must be clearly displayed on the vehicle.

All vehicles to be used on Site shall be registered, appropriately insured and in a safe and roadworthy condition. Any vehicles, which the Manager considers are unsuitable for use, shall be immediately removed from Site.

Private vehicles belonging to persons engaged on work under the Contract, will not be permitted to enter the Site but may be parked in an external car park.

Organisation and supply of transport on and around the Site for all persons, plant, equipment and materials for use on work under the Contract, is the responsibility of the Contractor unless noted otherwise in Annexure 1.

Due care and attention must be given when driving on Site. Road signs, including those indicating maximum speed, must be adhered to at all times. The use of the rear trays of utilities/trucks for personnel transport is strictly prohibited.

7 SPECIALISED INDUCTION

Where the Annexure 1 to these conditions so requires, relevant members of the on Site workforce will be required to attend a course on the "Permit To Work" System. This course will be for a duration up to eight (8) hours during which the person will be trained and authorised as an Officer In Charge (O.I.C.).

Should the Contractor employ additional employees during the course of the Contract, the Manager will arrange as soon as possible to conduct courses for these employees, but any delays in conducting these courses will not be grounds for extensions of time or claims for additional costs.

All costs of attendance at the above courses will be deemed to be included in the Contract Sum.

8 SITE WORKS - NOTICES

(a) Commencement

The Contractor shall give the Manager at least seven days notice in writing of its intention to commence work on the Site and work in any area of the Site shall be commenced only when authorised by the Manager.

(b) Temporary Absence from Site

Should the Contractor wish to leave the Site for greater than 1 week, it shall give the Manager reasonable notice specifying the reasons for and the duration of the proposed absence and obtain the Manager's approval prior to departure.

(c) Completion

Unless otherwise agreed, not less than seven days prior to the completion of any section of on Site work, which will result in the departure from Site of any part of the Contractor's or its subcontractors' workforce, plant or equipment, the Contractor shall give the Manager notice in writing of such intended departure. With this notice shall be included a list of outstanding items of work together with details of the current progress made in completing the work and the estimated date of completion.

9 SITE WORK

The Contractor shall perform the work under the Contract in such a manner as to prevent damage or defacement of adjacent plant, buildings, paintwork and surfaces and discomfort to persons on the Site.

Where fabrication and assembly is carried out on Site prior to installation, it shall be performed in areas allocated by the Manager.

The network of roads within the Site shall be used for the movement of vehicles and plant around the Site, and standing of vehicles and equipment on such roads is prohibited.

Unless authorised by the Manager, the Contractor shall not bring any internal combustion engine inside a building. If so authorised, then the Contractor shall ensure that there is adequate ventilation of fumes from any such engine.

Unless otherwise stated in Annexure 1, the Contractor shall provide all cranes, unloading and handling equipment required at the Site for performance of the work under the Contract. The Contractor shall provide a copy of each certificate from a Statutory Authority, where applicable, for all plant used on Site. No modification shall be made to any plant, which is the subject of a certificate, unless the Authority that issued the certificate approves the modification. The Contractor shall provide a copy of the authorisation of the modification. The contractor shall provide documented evidence that the plant has been maintained in a safe condition.

The Manager reserves the right to refuse entry to any Contractor equipment, if deemed unacceptable to enter Site by Tarong North. The Manager accepts no liability for costs incurred.

10 INDUSTRIAL RELATIONS

(a) General

The Contractor is responsible for industrial relations within his own workforce, however the Manager may give guidance and assistance in industrial and personnel problems of Contractors, where necessary, in the best interests of the Site as a whole.

The Contractor shall keep the Manager fully informed of any disputes or other matters likely to affect industrial relations on the Site.

(b) Terms and Conditions of Employment for On-site Contract Workforce

All Contractor employees must be employed as per their own Enterprise Agreement. The Contractor will provide the Manager with a copy of the relevant Enterprise Agreement before any Contractor employees enter the site.

In the event that a Contractor does not have an Enterprise Agreement, then employees shall be paid in accordance with the relevant Award pertaining to that industry, or Agreement. The Contractor will advise the Manager of the Award(s) being applied.

11 SITE FACILITIES

Unless otherwise stated in Annexure 1 to these conditions, the Manager will provide and service on the Site a limited number of general use toilet blocks, which will also contain showers and hand basins for the use of all persons employed on the Site. The Contractor shall ensure that the facilities provided are not abused by its employees.

Where stated in Annexure 1 to these conditions, the Manager may allocate the Contractor a limited area of land. Any ancillary facilities in addition to those required under the Scope of Work will have to be agreed with the Manager before the commencement of work.

Where the Contractor proposes to erect any temporary facilities on the Site, in order to meet the requirements of this clause, the Contractor shall submit a plan to the Manager showing the layout of the proposed Site facilities and shall obtain the approval of the Manager and any necessary building or other approval from the relevant authority before commencing work on Site in relation to the temporary Site facilities. The Contractor shall bear all costs associated with obtaining approval from the relevant authority, in relation to the Contractor's temporary Site facilities.

(a) Workshop and Storage

Where the Manager does not provide storage facilities, the Contractor shall provide and maintain adequate workshops and covered weatherproof storage facilities to protect and maintain the integrity of all items delivered to Site which are to be incorporated in the Works. The facilities provided shall be to the approval of the Manager.

All items for incorporation in the Works shall not be stored outdoors without the Manager's prior approval. The Contractor shall be responsible for the adequacy and integrity of all weather protection.

The Contractor shall provide all dunnage for storage of items for incorporation in the Works to meet the requirements of the Manager. The minimum requirement is that all items shall rest on wooden dunnage which elevates the base at least 150 mm above floor or ground level. No items shall rest on the floor or ground.

All temporary buildings shall conform to the requirements of the applicable Australian Standards and shall be approved by the relevant authority.

(b) Dismantling of Site Facilities

As soon as any part of the Contractor's temporary Site facilities is no longer required for the carrying out of the work under the Contract, the Contractor shall remove such facility and restore the vacated area to a clean and tidy condition fit for immediate use.

12 STATUTORY DUTIES, SAFETY AND FIRST AID

(a) General

The work under the Contract shall be carried out with the proper regard to health and safety and the Contractor shall observe and conform to all statutory enactments and regulations and any by-laws and/or regulations of local or other authorities applicable to the Works, the work under the Contract or generally to the Site where the Works are carried out, the cost of supplying and/or doing all things required for the purpose being deemed to be included in the Contract Sum. In particular, the Contractor shall conform to the following Acts and Regulations and all amendments thereto current at the time when the work under the Contract is being performed:

- (i) Workplace Health and Safety Act (1995);
- (ii) Workplace Health and Safety Regulation 1997, Workplace Health and Safety (Miscellaneous) regulation 1995 and relevant Codes of Practice and Advisory Standards;
- (iii) Environmental Protection Act (1994);
- (iv) Environmental Protection Regulation (1998) and Environmental Protection (Interim Waste) Regulation (1996);
- (v) Anti-Discrimination Act (1991).
- (vi) Dangerous Goods Safety Management Act (2001) and Dangerous Goods Safety Management Regulations (2001); and
- (vii) Electrical Safety Act 2002, Electrical Safety Regulation 2002 and Electrical Safety Amendment Regulation (No 1) 2002 and relevant Codes of Practice.

The Contractor and its employees, agents, representatives, subcontractors, sub-consultants and suppliers must comply with the Anti-Discrimination Act (1991) when on the Manager's premises.

(b) Principal Contractor for Workplace Health and Safety Act 1995.

If the work to be completed under the Contract is "Construction Work" as defined in the Work place Health and Safety Act of 1995, then unless otherwise stated in Annexure 1 to these conditions, the Manager will be the "Principal Contractor" for the project, and will comply with the obligations of the "Principal Contractor" under the Act, including the payment of any necessary fees.

(c) Workplace Health and Safety

Without limiting the generality of its obligations under the Contract, the Contractor shall:

- (i) ensure that the Contractor, its employees, its subcontractors and their employees at all times:
 - (a) keep themselves informed as to the requirements of, comply with and not do anything which may place the Manager in breach of applicable workplace health and safety laws and legal requirements;
 - (b) comply with the Manager's 'Permit to Work' system and any other requirements relating to health and safety adopted from time to time by the Manager in connection with the Site;
 - (c) comply at least with applicable standards of the Standards Association of Australia or the International Standards Organisation, the requirements of any applicable industry codes of practice, advisory standards and best industry practice; and
 - (d) comply with the directions (if any) given to the Contractor by the Manager's Health and Safety Representative at any time in connection with health and safety; and

- (ii) without limiting the provisions of sub-clause (i) hereof:
 - (a) investigate and satisfy itself as to the location and characteristics of all access roads, overhead power lines, underground cables, facilities and services, and other site conditions which may be a hazard to the health and safety of any person;
 - (b) ensure all operators of mobile plant, equipment or vehicles are appropriately qualified and licensed and provide to the Manager all information and evidence required by the Manager to enable the Manager to comply with and satisfy themselves as to compliance with all laws and legal requirements;
 - (c) ensure that:
 - A. all electrical equipment used in connection with the provision of the work under the Contract has been tested and marked in accordance with applicable laws and legal requirements; and
 - B. the Contractor, its employees, its subcontractors and their employees are familiar with and comply fully with the Manager's electrical equipment isolation procedures; and
 - (d) ensure that the Contractor, its employees, its subcontractor and their employees wear and use adequate protective equipment;
- (iii) provide with the Tender (unless stated in Annexure 1) either:
 - (a) a generic or job specific Safety and Environmental Plan which includes procedures to ensure compliance with the Contractor's obligations under the Contract. Within the time stated in Annexure 1 provide a final job specific Safety and Environmental Plan acceptable to the Manager; and

ensure that the Contractor and its employees, its subcontractors and their employees at all times comply fully with the requirements of the job specific Safety and Environmental Plan
- (iv) at its own cost and expense, comply and ensure its employees, its subcontractors and their employees comply with:
 - (a) the Workplace Health and Safety Act 1995 (the "Act");
 - (b) any regulations or compliance standards, advisory standards or other by-laws, standards or requirements applying under the Act;
 - (c) the requirements of any inspector appointed under the Act; and
 - (d) any improvement notice or prohibition notice issued under the Act;
- (v) where the Manager has appointed the Contractor as 'Principal Contractor' under the Workplace Health and Safety Act the Contractor shall:
 - (a) complete all forms and attend to all statutory requirements to ensure the Contractor is appointed as Principal Contractor under the Act; and
 - (b) in respect of the execution of the work, be responsible for the performance of the functions of the Principal Contractor within the meaning of the Act and the payment of all fees, fines and all other monetary sums under the Act,

and such appointment as Principal Contractor under the Act shall remain in force during the continuance of the Contract unless sooner revoked by the Manager giving twenty-one (21) days notice in writing to the Contractor of its revocation or by the Manager terminating the Contract.

The Manager will not tolerate any breaches of the Site health and safety requirements and will require immediate action by the Contractor to remedy such breaches. The remedy of such breaches will not constitute grounds for extensions of time or reimbursement of Contractor's costs. If for any reason the Contractor fails to remedy such a breach within seven (7) days of notification by the Manager, the Manager may remedy the breach at the Contractor's cost.

The Manager shall have the right to require the Contractor immediately on receipt of notice in writing to remove any of its employees from the Site who fail to comply with the Manager's Health and Safety Policy or site rules.

(d) Protective Clothing and Safety Equipment

The Contractor shall ensure that all members of the on Site workforce wear protective clothing and use safety equipment to the satisfaction of the Manager when engaging in activity outside office areas, control rooms and crib areas.

Unless stated otherwise in Annexure 1 the Manager will not be responsible for the provision of protective clothing, wet weather gear or safety equipment to the Contractor's workforce. Acceptable protective clothing and safety equipment to be supplied by the Contractor for the on Site workforce shall include, but not be limited to the following:

- (i) Long sleeved shirts and long trousers and/or combination overalls preferably cotton or wool/cotton blend material.
- (ii) Type I steel toe capped safety boots.
- (iii) Non metallic safety helmet to AS 1801 – 81, clearly identified with the Contractor's or subcontractor's logo and the employees name.
- (iv) Hearing protection (ear muffs or ear plugs) as required.
- (v) Safety glasses/goggles to AS 1337 - 81.
- (vi) Personal protective equipment in accordance with Tarong North guidelines to protect against standard respiratory hazards, including provision of P1, P2 and P2A respirators where required.

The Contractor shall ensure the suitability and safety of any equipment supplied and used and no equipment shall be supplied or used which may be unsuitable, unsafe or liable to cause damage or personal injury. Without lessening the absolute responsibility of the Contractor in regard to such equipment the Manager shall have the right to inspect such equipment and if, in the opinion of the Manager, it is unsuitable it shall not be used on the Site. In such event the Contractor shall provide replacement equipment when required by the Manager at no additional cost to the Manager.

(e) First Aid and Incident Reporting

Unless otherwise stated in Annexure 1, the Manager will not automatically provide First Aid facilities. Limited First Aid facilities are located on Site. The approach is to tend the injured person until the ambulance or other service arrives. Under higher risk work conditions, more highly qualified people may be provided.

It is a requirement of the 'Workplace Health and Safety Act - 1995' that all injuries and critical incidents be adequately reported. The Manager's Health and Safety Representatives will facilitate such reporting, in accordance with the Tarong North Procedure for Incident Reporting and Management. It will be the Contractor's responsibility to correctly complete the Tarong North Incident Report Form for all incidents and return the form to the Manager immediately. When directed by the Manager, the Contractor shall participate in investigations of incidents involving Contractor employees.

(f) Smoking

Smoking is not permitted in such areas as air-conditioned rooms, toilets, crib rooms, vehicles and cabins of mobile equipment, turbine house, boiler house, other enclosed buildings and within 4 metres of the entrance to a building.

(g) Fitness for Work

The contractor shall ensure that contractor employees and sub-contractors are in a physical, mental and emotional state which enables them to do assigned tasks competently and in a manner which does not compromise or threaten the health and safety of themselves or others in the workplace. The contractor shall not permit an employee, sub-contractor to continue working on site if that person is impaired by use of alcohol or drugs.

The Manager may implement for-cause or random alcohol or drug testing at Site and any contractor employee, sub-contractor or visitor that returns a test result in excess of the Manager's drug or alcohol standards will not be permitted to remain on site.

(h) Medical Examinations

If requested and noted in Annexure 1, all Contractor employees required by the Manager to undergo an appropriate medical exam, must do so prior to their commencement on Site and at the expense of the Contractor.

(i) Workplace Inspections

The Contractor shall initiate and maintain a system which will ensure all Contractor provided workplaces are regularly and systematically inspected, to identify hazards and unsafe practices. The Contractor will ensure appropriate controls are implemented in response to identified hazards and records of inspections are provided to the Manager on request. The Managers workplaces will be inspected on a regular basis and the Contractor will be required to control any identified hazards associated with work under the Contract.

(j) Safety Communications

The Contractor shall implement appropriate meetings to discuss safety issues with employees. For high-risk activities the contractor shall ensure pre-shift or daily toolbox meetings are held to communicate risk information. The contractor shall also implement formal, documented safety meetings on at least a monthly basis. The minutes from these meetings shall be forwarded to the Manager. The Manager holds regular workforce and whole of site safety meetings. Attendance by the Contractor at these meetings is as per Annexure 1.

13 SITE SERVICES

(a) Electricity

Unless otherwise stated in Annexure 1 to these conditions, the Manager will not provide electricity supply.

Each electricity supply may be part of the local distribution system and continuity of supply is not guaranteed.

The Contractor shall provide and maintain the whole of the installation on the load side of the Manager's supply points.

The Contractor will be responsible for ensuring all work activities and installations comply with the relevant acts, regulations and standards.

All 240 volts general purpose outlets shall be protected by sensitive current balance earth leakage protection equipment. The Manager will require the disconnection or alteration of any part which he considers may be dangerous.

In the case of supply circuits to motors driving plant of a portable nature, the use of bare or insulated cables carried on wooden pole construction will not be permitted and the final connections to the control equipment and motors shall be made by the use of approved mining type trailing cables.

Where directed by the Manager, cable in conduit construction shall be used.

Underground cables shall not be installed unless approved by the Manager. Underground cable routes must be approved before laying of any cables and no supply will be given unless the cabling has been inspected by the Manager. The Contractor shall maintain an accurate record of the location of each underground installation and shall submit this information to the Manager.

(b) Communications

Unless otherwise stated in Annexure 1 to these conditions, the Manager will not provide telephone or computer facilities for the Contractor's use on Site.

The Contractor shall be liable for the cost of any damage to, or loss of equipment whilst it is in the Contractor's use and control.

(c) Water

Unless otherwise stated in Annexure 1 to these conditions, the Manager will not supply water.

(d) Compressed Air

Unless otherwise stated in Annexure 1 to these conditions, all compressed air required shall be supplied by the Contractor.

Electrically driven compressors are preferred and each compressor shall be fitted with approved silencing equipment and shall be located to the satisfaction of the Manager.

(e) General

As soon as any part of the Contractor's installation is no longer required for the carrying out of the Works, the Contractor shall disconnect and remove this equipment promptly to the satisfaction of the Manager.

(f) Underground Copper

Uninsulated copper shall not be used in any underground installation.

14 SITE CLEANING

Unless stated otherwise in Annexure 1, the Contractor must remove daily to designated areas all combustible rubbish caused by its on Site workforce from inside and adjacent to buildings, structures and plant.

Surplus material and rubbish shall be cleaned up and removed at regular weekly intervals or as directed by the Manager. The Contractor shall provide and service an adequate number of containers for general light rubbish and shall ensure that his employees do not discard rubbish at random on the Site. The Manager has designated areas for the short term storage of SMF and metal rubbish, which will be serviced by the Manager. Placement of other rubbish in these areas is not permitted.

If the Contractor fails to keep its areas clean and tidy, the Manager may employ others to clean the Contractor's areas and shall deduct the costs thereof, increased by overheads of 25%, from monies otherwise due to the Contractor.

The Contractor shall keep any laydown areas allocated to it free of grass and other vegetation over 100 mm long and shall not burn any item or spray any chemical on the Site.

15 MAKING GOOD

Any damage or defacement to plant, buildings, paintwork, plant or surfaces on the Site caused by the Contractor shall be made good by the Contractor to the satisfaction of the Manager.

Where holes have been cut through walls, floors or other surfaces in performing work under the Contract, the Contractor shall make good around such holes to the satisfaction of the Manager.

Where assembly jigs, excavations or other Temporary Works have been constructed on the Site by the Contractor in the performance of the work under the Contract, the areas disturbed shall be restored to the satisfaction of the Manager.

Where trenches have been made in the performance of the work under the Contract, the Contractor shall fill in, compact and grade with approved filling, and shall dispose of any surplus spoil to the satisfaction of the Manager.

16 INTERFERENCE

The Contractor shall carry out all work under the Contract in such a manner as to avoid any interference with the Manager's operations on the Site and shall co-operate fully with the Manager and others performing work on the Site.

17 SCAFFOLDING

Where the Contractor supplies and constructs scaffolding as part of the work under the Contract, the Contractor shall, subject to the Contractor's own work requirements, allow reasonable use of the scaffolding by others (including but not limited to other Contractors of the Manager or such other persons authorised by the Manager) for the purpose of carrying out the Works or related Works. All scaffold shall be erected using the Scafftag System to indicate the status of the scaffold.

18 HAZARDOUS MATERIALS

Hazardous, toxic and flammable materials shall be identified, handled and stored in accordance with the applicable Acts and Regulations and Australian Standards.

At least fourteen days prior to bringing any hazardous, toxic or flammable materials on to the Site the Contractor shall submit a list identifying all such materials for the approval of the Manager. The list shall be accompanied by a copy of the product label or a description of the composition of the materials together with a completed Material Safety Data Sheet (M.S.D.S.) for each item of material. All M.S.D.S.

forms shall be submitted in Worksafe Australia format, as per 'National Code of Practice for the Preparation of Material Safety Data Sheets'.

The Contractor shall ensure that persons carrying out work under the Contract with any hazardous, toxic or flammable materials are trained and competent in their safe and correct use and are aware of any associated dangers. The Contractor shall ensure that all such persons are provided with and use protective clothing and associated safety equipment appropriate for the specific risks.

19 RADIOACTIVE SUBSTANCES

(a) Approvals, Licences and Permits

The Contractor shall obtain all approvals, licences and permits as required for the transport, possession, storage and use of all radioactive substances used in performance of the work under the Contract and shall comply with the requirements of all such approvals, licences and permits.

The Manager's approval is required prior to bringing any radioactive substance onto Site.

(b) Identification

All equipment producing or capable of producing ionizing radiation shall be identified in accordance with Appendix B of AS 1345.

(c) Transport

Transport of radioactive substances shall be done in accordance with the "Code of Practice – Safe Transport of Radioactive Material 2001, Australian Radiation Protection and Nuclear Safety Agency, Commonwealth of Australia" and subsequent amendments.

(d) Contractor's Radiation Safety Nominee

The Contractor shall nominate, from his on Site workforce, a person who shall be responsible for the overall radiation safety of that portion of the work under the Contract which is to be carried out at the Site. The person so nominated shall have position, qualifications and experience commensurate with their duty, and where radiation safety is not their only responsibility, it shall at all times be their first priority.

Approval for the nomination shall be obtained from the relevant authority, and a copy of the approval shall be submitted to the Manager.

(e) Radiography

Where the Contractor proposes to carry out radiography on Site the Contractor shall obtain the Manager's prior approval and shall advise the Manager of the arrival and departure of radioactive sources at the Site.

The Contractor shall ensure that all radiography work complies with the Manager's instructions.

(f) Radiation Gauges

As soon as possible, and in no case later than the time when the Contractor notifies the relevant Statutory Authority of its intention to bring sources of ionizing radiation into Queensland, the Contractor shall supply to the Manager sufficient details of the sources.

The Contractor shall notify the Manager immediately the sources for radiation gauges arrive at the Site.

20 LASERS

Laser equipment other than Australian Classifications 1, 2 and 3A will not be permitted on Site without the approval of the Manager.

The Contractor shall comply with recommended practices and certification of operators in accordance with all applicable Australian Standards.

21 ACCOMMODATION AND TRANSPORT

All accommodation and/or transport necessary should be itemised and included in the Contract Sum.

22 EQUIPMENT

(a) Electrical Equipment

All electrical equipment and installations used by the Contractor in performing work under the Contract shall comply with the relevant Australian Standards, Codes and statutory requirements. All electrical equipment used by the Contractor shall have clear and permanent identification and have a current test and tag label.

The Contractor shall submit to the Manager, no later than 10 working days prior to the commencement of work on Site, a plan showing where the power distribution boards are to be located and details of the installation.

All leads from the Contractor's distribution boards, shall be run in a neat and safe manner, such that access for equipment is not impeded, and personnel are not endangered. Where cables cross walkways, then suitable protective covers shall be supplied and installed by the Contractor.

Without lessening the absolute responsibility of the Contractor in regard to safety of equipment and statutory obligations, all electrical equipment, will be subject to random inspection by the Manager. Contractors shall ensure that containers carrying electrical equipment are accessible such that inspections may be performed by the Manager.

Any equipment which does not comply with all statutory and Site requirements will not be permitted on Site.

Any equipment or tooling found to be defective by the Manager shall be immediately removed from service. All electrical faults which occur during the course of the Contract must be reported to the Manager. The Contractor shall be responsible for the maintenance of all his electrical equipment and as such, all costs incurred in repairing or replacing such tooling or equipment shall be borne by the Contractor.

(b) Lifting, Rigging and Scaffolding Equipment

All lifting, rigging and scaffolding equipment to be used on Site must comply with statutory requirements and Site safety requirements. The Contractor shall have a procedure which prescribes the methods of registration and inspection of all lifting and rigging equipment.

Without lessening the absolute responsibility of the Contractor in regard to safety of equipment and statutory obligations, all lifting, rigging or scaffolding equipment and appropriate certificates and equipment manifest records may be subject to random inspection by the Manager. Contractors shall ensure that containers carrying lifting, rigging and scaffolding equipment are accessible such that inspections may be performed by the Manager.

Any equipment which does not comply with all statutory and Site requirements shall not be allowed on Site.

All equipment found by the Manager to be defective or inappropriate for use shall be immediately removed from service and costs incurred in repairing or replacing such equipment borne by the Contractor.

23 ENVIRONMENTAL PROTECTION

A. General

The Contractor shall:

- (a) in carrying out the work under the Contract:
 - (i) not cause; and
 - (ii) do all things necessary to reasonably prevent,

harm, damage or nuisance to the environment;
- (b) ensure that the Contractor, its employees, its subcontractors and their employees at all times:

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- (i) keep themselves informed as to the requirements of, comply with and not do anything which may place the Manager in breach of the Environmental Protection Act (1994) and other applicable environmental laws and legal requirements (including without limitation statutory environmental duties and obligations imposed by environmental permits, consents, licenses or approvals held by the Contractor or the Manager);
 - (ii) comply with all environmental policies or rules adopted from time to time by the Manager in connection with the Site;
 - (iii) comply at least with applicable standards of the Standards Association of Australia or the International Standards Organisation, the requirements of any applicable industry codes of practice and best industry practice; and
 - (iv) comply with the directions (if any) given to the Contractor by the Manager at any time in connection with the environment;
- (c) unless noted otherwise in Annexure 1:
- (i) implement and maintain in connection with the carrying out of the work under the Contract; and
 - (ii) ensure that the Contractor and its employees, its subcontractors and their employees at all times comply fully with;
an environmental management system which;
 - a. is designed to anticipate the nature, extent and source of reasonably foreseeable environmental harm and environmental nuisance arising out of the work under the Contract and which puts into place practices and procedures which are designed to prevent or minimise such environmental harm and environmental nuisance;
 - b. includes requirements which ensure compliance with the Contractor's obligations under this clause; and
 - c. includes the requirements (if any) notified to the Contractor by the Manager at any time;
- (d) whenever requested by the Manager, provide to the Manager a copy of the documents evidencing the environmental management system referred to in subclause (c) of this clause 23.

B. Environmental Policy

The Contractor shall comply with the requirements of the Manager's Environmental Policy; a copy of which may be provided during the Site Induction Course upon request.

C. Environmental Licence

Whilst on any of the Manager's operating sites, the Contractor must operate within the conditions and/or limits imposed by the environmental licence applicable to that site. Access to the environmental licence may be provided upon request.

D. Waste Management

The Manager's waste objective is to:

- (a) efficiently use natural resources through reducing water and energy consumption; and
- (b) reduce waste to landfill by:
 - avoiding or reducing packaging waste; and
 - reusing or recycling materials where appropriate.

The Contractor shall handle wastes at Tarong North Power Station site in accordance with the Tarong North Power Station Waste Management Handbook. The Contractor may be issued with the Waste Management Handbook during the Site Induction Course.

E. Oil and Fuel Storage and Handling

The Contractor shall ensure that all oil and fuel is stored in appropriately bunded areas. The Contractor shall take care when handling oil or fuel to minimise the potential for spillage's and ensure any spills are contained and cleaned up using appropriate absorbents. Used oil absorbents shall be disposed of in accordance with the Tarong North Power Station Waste Management Handbook.

The Contractor shall not use on the Site any vehicles or plant with oil leaks. Waste oils and greases from equipment servicing or spill cleanup are to be disposed of in accordance with the Tarong North Power Station Waste Management Handbook.

Liquid wastes shall be transported in secure containers, which are clearly labeled describing the contents.

The Contractor shall not accumulate or store greater than 200 litres of waste oil at any one time on Site.

F. Drainage

The Contractor shall not cause any substance other than clean stormwater to be carried into the Managers Stormwater Drainage System.

The Contractor shall not discharge or allow to be discharged to any other drainage system or place, any waste, substance or material without the express approval of the Manager.

G. Washing of Vehicles or Equipment

The Contractor shall obtain the approval of the Manager regarding the location on Site for washing of vehicles and equipment. Trucks are to be emptied of solids at the original point of disposal prior to washing.

H. Air Emissions

The Contractor must take precautions to avoid generation and mobilisation of dust and shall:

- (a) avoid performing dusty jobs during high winds;
- (b) cover dusty materials when they are transported;
- (c) not exceed the site speed limit; and
- (d) avoid spillage of any material and clean up spillage immediately.

I. Reporting Environmental Incidents

The Contractor must report any environmental incident or potential incident immediately upon becoming aware of it. The Contractor shall use the Manager's Environmental Incident Report form which can be obtained in various locations at Site.

J. Contacts

The Contractor shall notify the Manager of any environmental incidents and direct any queries relating to the environmental management of their activities on the site to the Manager.

ANNEXURE 1

CONTRACT SPECIFIC PROVISIONS

This Annexure 1 forms part of and shall be read in conjunction with the Special Conditions of Contract – Sitework Conditions.

- Clause 6 The Contractor will / will not be responsible for transportation on Site.
- Clause 7 Relevant members of the Contractor's on Site workforce are / are not required to attend the Permit to Work System course.
- Clause 9 The Contractor will / will not provide all cranes, unloading and handling equipment required at the Site.
- Clause 11 The Manager will / will not provide toilet facilities on the Site.
- The land, storage, workshop, office accommodation and facilities to be provided by the Manager shall be.....
- Clause 12 (b)
- Clause 12 (c) iii A. Tender is / is not to include either a generic or job specific Safety and Environmental Plan.
- B. Where a Tender includes a generic Safety and Environmental Plan, a final job specific Safety and Environmental Plan shall be submitted to the satisfaction of the Superintendent or the Manager's Representative within 14 days from award of the Contract.
- Clause 12 (e) First Aid is to be provided by the Manager / Contractor.
- Clause 12 (d) The Manager will / will not provide protective clothing, wet weather gear or safety equipment.
- Clause 12 (h) Medical examination is to be provided by the Manager / Contractor.
- Clause 12 (J) The Contractor will / will not attend the Manager's Site Safety Meetings.
- Clause 13 (a) The Manager will/ will not provide electricity at existing outlets.

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- Clause 13 (b) The Manager will / will not provide communication facilities.
- Clause 13 (c) The Manager will / will not provide water at existing outlets.
- Clause 13 (d) The Manager will / will not provide compressed air at existing outlets.
- Clause 14 The Contractor will / will not remove combustible rubbish daily.
- Clause 23 A (c) The Contractor will / will not carry out the requirements of this clause.