



Government of **Western Australia**
Department of **Finance**



Department of Finance

Regional Contractor Service Delivery Procedures

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PART A – INTRODUCTION

This document outlines the procedures and requirements to be observed by Contractors in the course of attending Site and undertaking Works. It also establishes the expectations of the Customer and Site Representative in this regard.

1. Contractor Service Charter

Contractors must undertake Works and deliver services in a professional manner, and to a high standard.

Contractors shall engage in effective communication with all relevant stakeholders and gain a clear understanding of the needs and requirements of the Site Representative.

Contractors will ensure that services delivered are cost effective, timely, appropriate for the needs of the Site Representative and of a high qualitative standard.

As such, it is expected that Contractors will adhere to the following:

- (a) comply with the requirements of the Customer Contract;
- (b) comply with all relevant legislative, regulatory and other legal requirements;
- (c) meet any relevant industry standards and codes of practice;
- (d) conduct business with professionalism, care, diligence and accountability;
- (e) behave in an ethical manner;
- (f) maintain a safe and healthy working environment; and
- (g) treat the Site Representative and any other persons with whom interaction is required in the course of undertaking work, with courtesy and respect.

Contractors are expected to become familiar with the Site, including any buildings, fixtures and fittings relevant to the Customer Contract. Contractor Personnel should develop sufficient knowledge of where key equipment relevant to the Customer Contract is located and be able to locate them with minimal assistance from the Site Representative.

It is also required that Contractor Personnel have the necessary knowledge and competency to work on any equipment, fittings, fixtures and/or other components of the Site relevant to the Customer Contract.

2. Specific Courtesy and General Appearance Issues

When visiting or working at a Site, (including grounds and buildings) and government offices, Contractors and any Contractor Personnel must present a neat and tidy personal appearance while ensuring appropriate dress standards that comply with safety requirements.

Contractors should note that all Sites are designated as “No Smoking” areas.

While on Site, the following behaviour is not acceptable and any offending person may be directed by the Site Representative to leave the Site:

- (a) intimidating, threatening or otherwise offensive behaviour;
- (b) swearing and the use of offensive and/or inappropriate language and gestures;
- (c) displaying offensive visual material such as books, magazines, cartoons, clothing and vehicle stickers;
- (d) ignoring the “No Smoking” policy;
- (e) defacing or damaging government Sites or the occupant’s personal property;
- (f) operating radios or any playback music devices,
- (g) removing or destroying trees or shrubs unless approved by the Site Representative;
- (h) lighting a fire at or bringing explosives to the Site unless approved by the Site Representative;
- (i) bringing animals on Site; and
- (j) possessing or being under the influence of alcohol or illicit drugs.

PART B – PROCEDURES FOR CONTRACTORS

1. Attendance at Site

1.1 Scheduling Attendance

For work during Business Hours and wherever practicable, prior to attending Site, the Contractor must contact the Site Representative to schedule a suitable attendance time.

1.2 Arrival at the Site

On arrival at the Site, the Contractor must:

- (a) park vehicles within a proper designated parking area;
- (b) seek out the Site Representative, identify themselves and advise the Site Representative of the purpose of their attendance on the Site and identify the Works;
- (c) seek the Site Representative's permission to enter the Site;
- (d) sign in on any relevant Site Access Register (refer clause 3.1); and
- (e) be aware of any requirements specific to the Site (e.g. work health and safety requirements, fire safety procedures etc.).

1.3 Access Keys

The Contractor may be issued with keys to access the Site. Any access keys issued to the Contractor must be kept secure and returned to the Site Representative prior to the Contractor leaving the Site.

If the Contractor loses any key to the Site, the Contractor must:

- (a) immediately report the loss to the Site Representative; and
- (b) pay to the Site Representative, on demand, all costs of:
 - (i) re-keying and/or replacing the door locks in any part of, or throughout the whole Site; and
 - (ii) replacing all keys to all locks that are re-keyed or replaced.

The Contractor should note that re-keying a Site or section of a Site after the loss of a key is a significant expense. Keys must not be removed from the Site unless authorised by the Site Representative.

2. Access Requirements

2.1 Contractor must inform itself of Access Requirements

It is the Contractor's responsibility to inform itself of the various restrictions on access to any given Site, and the Customer and the Contract Authority are not liable for any damage, loss, costs, expenses, claims, or delays suffered by the Contractor in failing to do so or failing to take into account those restrictions to access in its performance of the Works.

2.2 Access to Site and Parking Arrangements

The Contractor shall make all necessary arrangements for access to the Site for the purposes of carrying out the Works.

Access to car parking facilities and loading docks is generally restricted. Parking may be available at the Site but must be coordinated with the Site Representative. Obstruction to car parking facilities and loading docks is not permitted.

2.3 Restrictions on Access

Contractors should note that individual Sites may have additional access requirements beyond that specified below.

a) All Sites

- (i) Persons seeking Site access must always be identifiable with their name and employer clearly displayed. This information may be contained on an identification card, badge or embroidered onto the person's uniform.
- (ii) All persons working on Site must hold a National Police Certificate (NPC) in accordance with the General Conditions.
 - (a) Persons who carry out work as security installers under section 14 of the *Security and Related Activities (Control) Act 1996* must hold a valid security installer license (SIL) in accordance with this Act and its regulation. A valid SIL shall be accepted in lieu of the NPC required in 2.3a)(ii).
- (iii) Once the Contractor ceases to maintain a controlled Site, or where the nature of the work makes a controlled Site impractical, all access to the premises will be through the premise reception and the Contractor must follow all log in and log out procedures in place.
- (iv) The Contractor must cooperate with the officer in charge of the premises to maintain effective access control to the premises throughout the term of this Contract.

b) Schools

- (i) The school principal or nominated representative has overall control of the Site and the Contractor and Contractor Personnel must obey all directions from the school principal in relation to access to the Site.
- (ii) Without limiting the above, all Contractor Personnel must declare themselves and sign in and out with school registrars when arriving at or leaving the Site.
- (iii) Contractor Personnel must complete the relevant Department of Education "Confidential Declaration" form for each Site to be attended, a copy of which can be obtained from the school principal and the Department of Education website.
- (iv) Access to Department of Education Sites will not be granted to any person whose NPC discloses criminal convictions that relate to:
 - crimes of a violent or sexual nature; or

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- dealing or trafficking in illegal drugs.

Other serious criminal convictions that result in a sentence of imprisonment may also disqualify access.

- (v) Restriction on access to roof spaces in schools.

The Department of Education has now introduced an additional hazard management procedure. Contractors accessing roof spaces on school sites must check the Asbestos Register to determine whether the roof space has been identified as containing Asbestos Containing Dust (ACD). If the roof space has been identified as containing ACD, Contractors must seek explicit approval from the Customer or the Manager Corporate Services prior to accessing the roof space. Please refer to section 3 prior to undertaking asbestos related work.

c) WA Police and Department of Justice Sites

In addition to the requirements of the General Conditions, at Sites that are occupied by the Western Australia Police Force (WA Police) and the Department of Justice, the Contractor must:

- (i) comply with any requirements regarding access or security imposed by WA Police or the Department of Justice in relation to the Works (including integrity checks, and/or any other clearance requirements); and
- (ii) not allow onto the Site any Contractor or Contractor Personnel that has either not been approved to access the Site or has been refused access to the Site by WA Police or the Department of Justice.

2.4 Induction Training Required by Agencies

The Contractor and, where required, all Contractor Personnel must complete, at their expense, any induction training designated by a department, authority or agency as mandatory for all Contractors and Contractor Personnel before being permitted to carry out work at any of their respective Sites. The Contractor acknowledges that failure to ensure that it and Contractor Personnel have completed all training at any given time may result in the Contractor or Contractor Personnel being refused entry to a Site and, as a consequence, be unable to complete the Works the subject of an Order.

3. Asbestos

3.1 Site Access Register

Prior to commencing work at a Site, the Contractor must check and complete any required information in the Site Access Register maintained on Site, recording the names of Contractor Personnel, times arriving and departing the Site, Order number, description of Works and any other information required.

3.2 Asbestos Related Work

Contractors are required to comply with Work Health and Safety (WHS) Legislation, including compliance with the following codes of practice, when engaged by Finance to undertake asbestos related work on government buildings. These codes of practice are:

- (i) [Code of Practice How - How to manage and control asbestos in the workplace](#)
 - (ii) [Code of Practice - How to safely remove asbestos](#)
- (a) Before starting work at a Site, the Contractor and Contractor Personnel must:

- (i) examine the Asbestos Containing Materials (ACM) Register for the Site and acknowledge that it has been read and understood by completing the required information in the Building Maintenance Logbook or other attendance register maintained at the Site. The ACM Register Access Portal (available at <https://asr.bmw.wa.gov.au/>) can also be used to access ACM Registers for available Sites for Works outside of Business Hours where the register cannot be accessed at the Site;

Note: The asbestos register is a guide only and does not preclude the need to do a physical check of the work area.

- (ii) inspect the work area for the presence of any ACM before proceeding with the Works;
 - (iii) determine whether ACM is likely to be disturbed during Works and if so, notify the Site Representative; and
 - (iv) determine if the Works require an Unrestricted Asbestos Removal Licence or Restricted Asbestos Removal Licence. Further information on licensing requirements is available from [Asbestos licences | Department of Mines, Industry Regulation and Safety \(commerce.wa.gov.au\)](#).
- (b) Where the Contractor identifies or suspects the presence of any ACM after work has started, the Contractor must immediately stop work and notify the Site Representative and the Customer's Representative.
- (c) Any ACM related work must be undertaken at a time which removes, or limits where removal is not possible, exposure to Site occupants and the general public. All works must be mutually agreed upon with the Site Representative.
Note: All asbestos related work at schools must be undertaken at a time when no staff or students are at the Site. Please refer to clause 2.3(b)(v) prior to accessing roof spaces in schools.
- (d) The Site Representative is to be kept informed of progress and when Works are scheduled to be completed.
- (e) The Site is to be decontaminated and left in a clean, tidy and presentable state to the satisfaction of the Site Representative.
- (f) On completion of the Works, the Contractor must provide adequate information and documentation about the ACM remediation to enable the Site Representative to meet obligations to revise the ACM Register.

- (g) Where required, a clearance certificate must be issued by a competent person, who is independent of the person responsible for the ACM removal work.

4. Heritage Sites

4.1 Repair and Maintenance of Heritage Sites

Under the *Heritage Act 2018*, there are statutory implications for conducting repair and maintenance work at sites entered into the State Register of Heritage Places. Before undertaking any work on a State Registered Place, the Contractor must ensure that they are familiar with these requirements. The Heritage Council of Western Australia has published a guideline, *Best Practice Site Preliminaries – State Registered Places*, that is available on their website at <https://www.wa.gov.au/system/files/2021-05/HER-Site-Preliminaries-for-State-Registered-places.pdf>.

Where further guidance is required, the Contractor should contact the Customer's Representative who may direct the Contractor to seek advice from the Heritage Council of Western Australia.

Places which are not yet included in the State Register of Heritage Places may be recognised by other heritage organisations or listed on a local government Heritage List or Municipal Inventory. These places should be regarded in a similar manner as State Registered Places.

5. General Workplace Health and Safety Compliance

5.1 Workplace Health and Safety Compliance

The Principal is committed to ensuring, so far as is practicable, a working environment for all workers and members of the public that is safe and without risk to health

The Contractor must at all times discharge its responsibilities under all statutory requirements relating to work health and safety, including the Work Health and Safety Act 2020 (WA) (the "WHS Act") and the Work Health and Safety (General) Regulations 2022 (WA) (the "WHS Regulations") (as amended from time to time), and mandatory codes of practice or guidelines, ("WHS Law") that are applicable to the work under the Contract including identifying and exercising all necessary precautions for the safety and health of all persons including—

- (a) the Contractor's employees;
- (b) any subcontractor and their employees;
- (c) the Principal's employees, agents, contractors and subcontractors; and
- (d) any other person,

who may be affected directly or indirectly by or as a result of any work under the Contract.

In this clause 5 "construction project", "construction work", "principal contractor", "worker" and "workplace" have the same meanings assigned to those terms in the WHS Act and WHS Regs.

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For the purpose of the WHS Law — and to the extent the work under the Contract involves construction work or is a construction project:

- (a) the Principal engages the Contractor as the principal contractor and the Contractor accepts its appointment and engagement as the principal contractor and must comply with all obligations and duties of a principal contractor;
- (b) the Principal authorises the Contractor to have management and control of each workplace (including the means of entering and exiting the workplace) at which the works under the Contract are carried out and to discharge the duties of a principal contractor, while the Contractor is performing the work under the Contract; and
- (c) the Contractor acknowledges and agrees that in the event that the appointment and engagement of the Contractor as principal contractor is not valid under the WHS Law, the Contractor must nevertheless perform the function of a principal contractor in accordance with the requirements of the WHS Law.

5.2 Workplace Health and Safety Legislation

The Contractor shall comply with its obligations under Part 3 of the WHS Act concerning notification of incidents. The Contractor shall also report all such matters promptly to the Superintendent. The Contractor shall provide the Principal with any assistance it requires in relation to any incident or event that triggers a need to notify pursuant to the WHS Act.

The Contractor shall pay all fees payable under the WHS Law and regulations which are payable in connection with the execution of the Works.

5.3 Material Safety Data Sheets

Without limiting the Contractor's obligations under WHS Legislation, the Contractor must provide to the Customer a copy of all manufacturer or supplier Material Safety Data Sheets and keep them available at the Site for all hazardous substances used in connection with the Works. The Contractor must ensure that these are provided in a form consistent with the National Code of Practice for the Preparation of Material Safety Data Sheets [NOHSC: 2011 (2003)].

5.4 Safe Work Method Statements

- (a) Without limiting the Contractor's obligations under WHS Legislation, the Contractor must identify high risk construction work as described in WHS Legislation. Where the Works comprise in whole or in part of any work on the Site which is high risk work, the Contractor must ensure that a written Safe Work Method Statement ("Statement") is prepared and provided to Contractor Personnel before the high risk work commences. The Contractor must ensure that the Statement is kept up to date and that high risk construction work is carried out in accordance with the Statement. For the purposes of this clause, high risk work includes but is not limited to work that:
 - (i) involves a risk of a person falling more than 2 metres; or
 - (ii) is carried out on a telecommunication tower; or

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- (iii) involves demolition of an element of a structure that is load-bearing or otherwise related to the physical integrity of the structure; or
 - (iv) involves, or is likely to involve, the disturbance of asbestos; or
 - (v) involves structural alterations or repairs that require temporary support to prevent collapse; or
 - (vi) is carried out in or near a confined space; or
 - (vii) is carried out in or near —
 - a shaft or trench with an excavated depth greater than 1.5 metres; or
 - a tunnel; or
 - (viii) involves the use of explosives; or
 - (ix) is carried out on or near pressurised gas distribution mains or piping; or
 - (x) is carried out on or near chemical, fuel or refrigerant lines; or
 - (xi) is carried out on or near energised electrical installations or services; or
 - (xii) is carried out in an area that may have a contaminated or flammable atmosphere; or
 - (xiii) involves tilt-up or precast concrete; or
 - (xiv) is carried out on, in or adjacent to a road, railway, shipping lane or other traffic corridor that is in use by traffic other than pedestrians; or
 - (xv) is carried out in an area at a workplace in which there is any movement of powered mobile plant; or
 - (xvi) is carried out in an area in which there are artificial extremes of temperature; or
 - (xvii) is carried out in or near water or other liquid that involves a risk of drowning; or
 - (xviii) involves diving work.
- (b) The Contractor must ensure that a Statement will cover all high risk work done at the Site, and that the work is carried out in accordance with the Statement. Where work is carried out other than in accordance with the Statement, the Contractor must ensure that the work ceases (when it is safe to do so) and does not resume until the Statement is complied with.
- (c) The Contractor must ensure that the Statement is kept up to date and describes:
- (i) each high risk work activity that is or includes a hazard to which a person at the Site is likely to be exposed;
 - (ii) the risk of injury or harm to a person resulting from any such hazards;
 - (iii) the safety measures to be implemented to reduce the risk, including the control measures to be applied to the activity or hazards;

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- (iv) a description of the equipment used in the work activity; and
- (v) the qualifications and training (if any) required for persons doing the work to do it safely.

5.5 Job Safety Analysis

The Contractor must complete a Job Safety Analysis (JSA) where the risk assessment identifies hazards that may require use of specific equipment or environments that require special care (e.g. elevated work platforms, working on roofs or safety harnesses).

5.6 Safety Equipment

The Contractor and Contractor Personnel must supply appropriate safety equipment and personal protective equipment (PPE) at the Contractor's sole cost.

6. Works Specific Health and Safety Requirements

The requirements in this section apply only if the Goods, Services or Works being provided, would be considered building work under the *Building Act 2011*.

6.1 Work Health and Safety Information

- (a) Without limiting the Contractor's obligations under WHS Legislation, prior to the commencement of Works on a Site, or at any other time the Customer's Representative directs, the Contractor must consult with the Customer for the purposes of ensuring that, as far as practicable, any construction work can be done without risk to the health and safety of either those doing the work, or anyone else who may be at or near the construction site.
- (b) The Contractor must ensure that the following information is recorded, reviewed and updated regularly, and kept until Works are completed:
 - (i) the identification of hazards to which a person at the construction site is likely to be exposed;
 - (ii) an assessment of the risk of injury or harm to a person resulting from those hazards; and
 - (iii) the risk control measures through which the risk of injury or harm may be eliminated or otherwise controlled.
- (c) If the Contractor becomes aware that a change in the design of the Works could better eliminate or control a risk of injury or harm to those doing the construction work, or anyone else who may be at or near the Site, the Contractor must ensure that this information is passed on to the Customer and Customer's Representative.
- (d) The Contractor must ensure that any WHS information it receives from the Customer or Customer's Representative is incorporated into its hazard identification, risk assessment and risk control measures.
- (e) The Contractor agrees to consult, co-operate and co-ordinate activities with the Customer's Representative and every other person having a WHS duty under the WHS Legislation in relation to works under the Contract.

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- (f) If in the contractor's opinion there are inadequate controls available to mitigate risks identified, the Contractor should not undertake the work and notify the Customer and Customer's Representative as soon as practicable.

6.2 Safety Management Plan

- (a) Without limiting the Contractor's obligations under WHS Legislation, when requested and prior to the commence of Works on Site, the Contractor must prepare and implement a Safety Management Plan relevant to the Works that, as a minimum requirement, demonstrates compliance with WHS Legislation.
- (b) The Contractor shall prepare the Safety Management Plan in conjunction with a competent person suitably experienced and qualified in safety matters. The Customer may direct that the Contractor prepare the Safety Management Plan in conjunction with the design consultant or any other employee or contractor of the Customer.
- (c) The Safety Management Plan must be maintained, and where necessary updated, throughout the Customer Contract.
- (d) The Safety Management Plan must be appropriate to the risks associated with the Works under the Customer Contract and must contain provision for, but not be limited to, the following elements:
 - (i) WHS induction for new employees;
 - (ii) listing of competencies required for specialist work (e.g. rigger, scaffolder);
 - (iii) the arrangements for managing WHS incidents on the Site, including accident/incident reporting and investigation;
 - (iv) the safety rules at the Site and description of the arrangements for ensuring that all persons working at or visiting the Site are informed of the rules;
 - (v) hazard identification, risk assessment and risk control including routine inspection processes;
 - (vi) plant/equipment inspection processes;
 - (vii) pre-job planning, procedural issues and Safe Work Method Statements. Within the Safety Management Plan, particular attention is to be given to identifying hazardous activities including, but not limited to, work in confined spaces, asbestos removal, demolition work, excavation work, working near power lines and live conductors and working at heights;
 - (viii) emergency response and evacuation procedures;
 - (ix) methods of communicating and consulting with employees and transmitting new work procedures to employees;
 - (x) hazardous substances exposure management;
 - (xi) COVID-19 management;
 - (xii) Site security;

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- (xiii) purchasing/hiring controls (to avoid unknowingly bringing hazards onto the Site);
 - (xiv) quantitative performance measures (application to be determined by contract size and duration); and
 - (xv) any other matters that the Customer or Superintendent may direct from time to time.
- (e) Each element of the Safety Management Plan shall specifically address:
- (i) the person on the Site who shall take responsibility for the successful implementation of each element;
 - (ii) the hierarchical structure by which the responsibility is performed; and
 - (iii) the specific manner by which the element is performed.
- (f) Prior to the commencement of the Works, the Contractor shall certify to the Customer or Superintendent that its Safety Management Plan:
- (i) has been prepared;
 - (ii) has been provided to each person doing construction work at the Site (where this is practical) or is otherwise available for inspection on the Site; and
 - (iii) has been implemented on Site.
- (g) The Contractor must ensure that it and Contractor Personnel comply with the Safety Management Plan.

6.3 Work Health and Safety Training

- (a) Without limiting the Contractor's obligations under WHS Legislation, the Contractor shall not permit its employees, the employees of other parties or other persons to commence work on the Site until they have been inducted. Such induction shall include but not necessarily be limited to:
- (i) familiarisation with the Safety Management Plan;
 - (ii) reporting of accidents and incidents - which shall include the type of events to be reported, how an event is reported and to whom the event is reported;
 - (iii) emergency procedures - which shall cover the procedure for a medical emergency and for evacuation of the Site in the event of a life threatening situation arising;
 - (iv) standard PPE requirements for the Site;
 - (v) lifting and manual handling skills;
 - (vi) sun protection;
 - (vii) avoidance of noise induced hearing loss;
 - (viii) location of and access to First Aid on the Site;
 - (ix) legislative framework;
 - (x) procedure for the resolution of safety issues at the workplace; and

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- (xi) Site security.
- (b) Upon commencement of work on the Site, the Contractor shall further induct all Contractor Personnel working on the Site with regard to all significant hazards associated with their particular activity and area of work on the Site and where relevant shall include the use of powered plant, tools and equipment.

6.4 Site and Public Security

- (a) Notwithstanding the Contractor's obligations to Site and public security under WHS Legislation, the Contractor shall monitor and control, wherever practicable, the access of all persons to the Site.
- (b) The Contractor shall use all types and methods of protection (such as temporary safety fencing and warning signage) that are reasonably practicable and necessary to protect the public from hazards associated with the work under the Contract.
- (c) The Contractor shall ensure that no persons unrelated to the Customer Contract enter the Site without the express permission of the Contractor.
- (d) PPE standards shall apply at all times and a person shall only enter the Site after that person has received a safety briefing regarding hazards relevant to the Site.

7. Work on Site

7.1 Access Routes

The Site Representative may nominate specific access routes through the Site for access to facilities, equipment or other areas relevant to the Works, and the Contractor shall use these routes unless otherwise agreed with the Site Representative.

The Site Representative has the right to restrict access to the Site, or any part of the Site, to the Contractor, where such access obstructs the operation of the Site.

7.2 Keep Site Representative Informed

As the Works progress, the Contractor should keep the Site Representative informed of:

- (a) the progress of the work;
- (b) when and reasons for leaving the Site at any time and estimated time of return to the Site;
- (c) any follow up action required;
- (d) any operational restrictions or precautions the Site Representative should take in relation to any work being partially complete or needing to be made safe;
- (e) completion of Works and completion and signing of any building or Site Access Registers.

7.3 Tools of Trade

The Contractor must supply its own tools and equipment and spare tools and equipment sufficient to complete the Works during their first attendance to the Site in response to a Breakdown Repair Order unless exceptional circumstances can be demonstrated by the Contractor in writing.

If the Contractor needs to hire specialised equipment such as a cherry picker, scaffolding etc. to access the Works at heights then the Contractor shall seek approval from the Customer.

The Contractor is not entitled to include in any Tax Invoice or otherwise, claim for the costs of hiring of tools, equipment or machinery, unless it is for specialist equipment that would not normally be considered tools of trade that may be necessary for the Contractor to use in order to complete the Works.

7.4 Making Safe

The Contractor must ensure that the occupants of the Site are safe from any hazards and, where necessary, close off, define, fence or erect adequate signage around the area where work is to be undertaken.

This includes ensuring that the area remains closed off and/or restricted at the completion of any works or if you need to leave the site, until such time as the Customer confirms it is permissible to open the area.

Protection provided must be consistent with the WorkSafe WA recommendations on the 'Construction work and the public' page of their website: <https://www.commerce.wa.gov.au/worksafe/construction-work-and-public>.

7.5 Disruptive Works

The Contractor shall advise the Site Representative of any work which may disrupt, interfere, hamper, inconvenience or cause a nuisance to the operation or performance of the Site or its occupants. The Contractor shall, in consultation with the Site Representative ensure that such works are programmed and co-ordinated at times that will minimise disruptions.

If the Site Representative considers any work or elements of the work would disrupt, interfere, hamper or inconvenience the operation or performance of the Site or its occupants; or are actively causing such an effect, then the Site Representative may:

- (a) instruct the Contractor to stop any work activities or parts thereof which are causing such effect on the Site; and /or
- (b) instruct the Contractor to perform such work outside Business Hours, or at another suitable time.

The Contractor must comply with all such instructions by the Site Representative.

7.6 Outside Business Hours Work

The Site Representative must be notified of any proposed work to be carried out outside Business Hours, including any work which requires attendance by the Site Representative staff (i.e. security or maintenance personnel) outside Business Hours. Please refer to the contract the work is being delivered under for a definition of Business Hours.

7.7 Existing Installation

If the Works affect or are likely to affect the continuity of services to the Site, the Contractor must:

- (a) advise the Site Representative of the extent of the services to be rendered inoperative and the period for which they will be inoperative;
- (b) comply with the precautions as specified in the relevant maintenance standards and as required by any legislation or regulations and/or as agreed; and
- (c) ensure that the duration of whole or part isolation of any component in the system shall be kept to a minimum and, where practical, sections of the installation shall be isolated in preference to the whole installation.

7.8 Protection of Persons and Property

The Contractor must provide all things and take all measures necessary to protect people and property within the Site during the performance of the Works. This includes, but is not limited to any existing building structure, furniture, finishes, fixtures and fittings. The Contractor must provide temporary hard wearing plastic mats on the floors along all access routes through the Site that are used for delivery or removal of equipment.

The Contractor must carry out an inspection of the Site prior to the start of Works, and issue a list of defects identified to the Site Representative. Any further damage to the structure, furniture, finishes, fixtures and fittings caused by the Contractor during the Works shall be made good by the Contractor.

7.9 Equipment Deliveries to Site

Except for handheld items, the Contractor must only bring or deliver plant, equipment or materials onto the Site by prior arrangement with the Site Representative.

7.10 Access for Third Parties

The Contractor must not allow third parties, such as visitors or other persons who are not engaged in the performance of the Works, onto the Site without prior written approval from the Site Representative.

7.11 Use of Site Facilities and Equipment

If any equipment, plant and/or facilities are made available for use by the Contractor for the purpose of carrying out Works under the Customer Contract and such equipment, plant and/or facilities are damaged, and it was determined the Contractor caused the damage, the Contractor must:

- (a) reimburse any costs or expenses incurred by the Customer or Site Representative in carrying out the repair, maintenance or replacement of the equipment, plant and/or facilities; or
- (b) carry out all necessary repairs, maintenance or replacement of the equipment, plant and/or facilities.

7.12 Working in Sensitive Areas

If the Contractor is required to work in sensitive areas (such as toilets and change rooms) the Contractor must:

- (a) obtain the Site Representative's express permission to work in that sensitive area;
- (b) explain how the Works will affect the Site Representative and their use of the sensitive area;
- (c) ensure that provision has been made for alternative arrangements by the Site Representative for the lack of any access to sensitive areas as a result of the Works;
- (d) address and provide any security, locking or wedging of doors, temporary barriers, or supervision of sensitive areas prior to commencing the Works;
- (e) obey and reschedule or timetable Works required by the Site Representative in relation to the sensitive area; and
- (f) seek additional approval from the Customer for any additional Contractor Personnel required to supervise any sensitive areas before engaging those persons.

7.13 Access through Doors

Fire doors and plant room doors must not be held open for any reason. These doors shall be left closed at all times and failure to comply with this direction may result in the removal of the offending person from the Site.

7.14 Control of Emissions

The Contractor must restrict and control the emission of noise, dirt, dust, fumes and vapours from the work area so that it does not interfere or cause nuisance to the occupants of the Site or its neighbours. The Contractor must:

- (a) ensure that it and Contractor Personnel contain or clean themselves of any dirt or dust that they may shed before moving through any functioning areas of the Site;
- (b) clean any visible debris, packaging, entrained dirt or dust from any routes used by the Contractor or Contractor Personnel to traverse through the Site or transport materials or equipment after every instance of doing so;
- (c) prevent all dust from the Works travelling through the Site including through any ventilation systems;
- (d) contain and remove all volatile substances (e.g. chemicals, paints, solvents and other liquids) from the Site and, under no circumstances, dispose of such substances or any other material by discharge into any drains on the Site.

Where Works are undertaken in regional WA, the Contractor must also:

- (e) ensure that all used and unused volatile substances are stored in lockable containers or have a lockable lid;
- (f) take all used volatile substance containers away from the Site and dispose of in a private bin or approved rubbish dump.

7.15 Noise Control

The Contractor must take adequate measures to control noise emanating from the work. Any work that will cause noise that would pose a nuisance to the Site Representative that is expected to last for more than 30 minutes or will generate excessive noise must be carried out outside of Business Hours, or as otherwise planned with and authorised by the Site Representative before being carried out.

The Contractor shall advise the Site Representative of any proposed noisy work, so that the work can be programmed and performed at times that will minimise the acoustic hazard to occupants or the Site's operations.

If the Site Representative deems that noise emanating from the work is a nuisance or excessive, the Site Representative may instruct the Contractor to:

- (a) take reasonable steps to reduce the noise, including but not limited to:
 - (i) situating noisy equipment away from occupied and noise sensitive areas;
 - (ii) performing noisy works in areas or at times specified by the Site Representative;
 - (iii) installing screens to limit the impact of noise;
 - (iv) any other measures the Site Representative considers reasonable; or
- (b) halt the performance of the work, and resume performance of the work at another more suitable time.

The Contractor must comply with all such instructions from the Site Representative.

7.16 Security

The Contractor must ensure the security and protection of the Works and all plant, equipment and materials against theft, vandalism, or any other damage or loss, whether the Contractor is on the Site or not, until the Works are completed. This includes the erection of any signage, fencing, barriers or any other safety measures necessary to do so.

7.17 Light, Power and Water

The Contractor may draw electricity and water from the Site using existing services infrastructure in order to complete the Works, unless the use of electricity and/or water by the Contractor is likely to be excessive or impact on the use of the Site by the Site Representative. The Contractor must first obtain approval from the Site Representative prior to using the services or otherwise make alternative arrangements for the provision of services to the work area at the Contractor's sole cost.

7.18 Use of Amenities

The Contractor and Contractor Personnel may use amenities such as bathrooms and toilets at the Site, other than designated children's amenities, subject always to the terms and conditions of the Customer Contract, and all other applicable conditions, policies and procedures regarding:

- (a) not causing any nuisance;

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- (b) sensitive areas;
- (c) restrictions on access;
- (d) directions from the Site Representative.

The Contractor may not use facilities or amenities such as bathrooms and toilets in the Site to clean tools and equipment (such as paintbrushes, paint trays etc.).

7.19 Tidy Work Area

The Contractor must ensure that all work areas, and associated areas connected with the work are kept in a clean and tidy condition to the satisfaction of the Site Representative. The Contractor must regularly remove any rubbish, debris, materials or waste, and ensure that it is recycled or disposed of in an environmentally safe manner.

8. Completion of Work

8.1 Maintenance Advice Forms (where applicable)

Where Contractors are required to submit a Maintenance Advice Form (MAF), Contractors must:

- (a) complete and sign the MAF in accordance with the instructions in the MAF booklet;
 - (i) For do and charge works, a MAF must be completed at the end of each day's attendance.
 - (ii) For quoted works, a MAF must be completed upon completion of the Works.
- (b) where there is no Site Representative available to sign the MAF, email the completed MAF to the Site for signing or re-attend the Site to obtain a signature;
- (c) leave a copy of the MAF(s) with the occupant of the Site; and
- (d) submit all invoices with a correctly completed and signed MAF.

Where work is undertaken at an unmanned or vacant Site:

- (e) Contractors should note this in the Site Representative signature field; and
- (f) A separate assessment will be conducted by the Customer's Representative to verify that the Site is unmanned and that the Works have been completed.

8.2 Clean Up and Provide Notice

Once the Contractor has completed the Works, prior to leaving the Site, the Contractor must:

- (a) clean the work area surrounding the Works ensuring that all dust, dirt, debris, materials, plant and equipment, rubbish and temporary works of any kind are removed from the Site and that it is left in a clean, tidy and presentable state to the satisfaction of the Site Representative;

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- (b) replace any furniture or equipment that was moved as a result of the Works back to its original position as far as practically possible, including the replacement of any access panels;
- (c) fill, compact and level off all excavations (other than those forming part of the Works) where necessary;
- (d) report to the Site Representative that the Works have been completed;
- (e) return to the Site Representative any keys, key cards, identification cards or other passes issued to the Contractor;
- (f) sign out of any applicable Site Access Registers;
- (g) complete and retain any required form(s) in respect of the Works; and
- (h) obtain the Site Representative's signature on any required form(s) confirming completion of the Works.