



SPECIAL CONDITIONS OF CONTRACT

SITE WORK CONDITIONS

FOR

TARONG POWER STATION

AND

WIVENHOE POWER STATION

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## SITE WORK CONDITIONS

### 1. GENERAL

- 1.1. The Site Work Conditions and Site Rules form part of the Contract. The Contractor and each member of the Contractor's Workforce shall comply in full with the Site Work Conditions and Site Rules.
- 1.2. In the event the Contractor or any member of the Contractor's Workforce breaches any of the Site Work Conditions or the Site Rules, Tarong Energy may at its discretion:
  - (a) require the Contractor to rectify such breach to Tarong Energy's satisfaction;
  - (b) remove the offending person from the Site; and/or
  - (c) exercise any of its rights (including termination rights) under the Contract.
- 1.3. Unless otherwise expressly stated, words defined in the Contract have the same meaning in these Site Work Conditions and the Site Rules and:

**"Contract"** means the agreement between Tarong Energy and the Contractor for the Works.

**"Contractor's Workforce"** means all persons engaged in on-site work by or on behalf of the Contractor including employees, subcontractors, agents and other associated persons.

**"Site"** means the site specified in the Contract (including all areas within the boundaries of that site) or if no site is specified in the Contract, "Site" means the site, occupied by Tarong Energy, where the Works (or any part of the Works) are to be performed.

**"Tarong Energy"** bears the same meaning as given to "Principal" in the Contract.

**"Tarong Energy's Representative"** bears the same meaning as given to "Principal's Representative" and "Superintendent" in the Contract.

**"Works"** means the work or services to be provided under the Contract.

### 2. PARTIES REPRESENTATIVES

- 2.1. The Contractor shall appoint a Site Supervisor, approved by Tarong Energy, prior to commencement of the Works. Tarong Energy may request, and the Contractor shall provide, information of the nominated Site Supervisor's qualifications, competencies and experience. The Site Supervisor (or a delegate of the Site Supervisor approved from time to time by Tarong Energy) shall be present on Site at all times when Works are being performed. The Site Supervisor must attend the site meetings (if any) specified in the Contract. The Site Supervisor shall have the necessary authorities and competencies to make decisions and accept directions on behalf of the Contractor relating to the Work. Matters within the knowledge of the Site Supervisor shall be deemed to be within the knowledge of the Contractor.
- 2.2. Tarong Energy shall appoint Tarong Energy's Representative, who shall be responsible for liaising with the Contractor in relation to the performance of the Works and for giving instructions and directions on behalf of Tarong Energy. Tarong Energy's Representative will be identified in writing to the Contractor prior to commencement of the Works.

### 3. SITE INDUCTION

- 3.1. Each member of the Contractor's Workforce shall, at the Contractor's expense, satisfactorily complete Tarong Energy's standard site induction prior to being granted access to the Site. Site inductions are to be arranged with Tarong Energy prior to the Contractor's attendance on Site. Site inductions at Tarong Power Station are conducted on Tuesdays and Thursdays at 7.30am. The duration of the standard site induction is approximately 2 hours.
- 3.2. Each person who satisfactorily completes the standard site induction will be issued with an Identification Card. Identification Cards are required to access and exit from the Site. Identification Cards must be returned to Tarong Energy at the completion of the Contract or upon termination of the card holder's services (whichever is earlier).
- 3.3. If stated in the Contract, relevant members of the Contractor's workforce shall, at the Contractor's expense, satisfactorily complete Tarong Energy's "Permit to Work" induction. The duration of the "Permit to Work" induction may be up to 4 hours and will train the person as an Officer In Charge.
- 3.4. If other personnel are added to the Contractor's Workforce during performance of the Works, Tarong Energy will conduct site inductions for those personnel as soon as possible. Any delays in the additional personnel undertaking and satisfactorily completing the relevant site induction(s) will not be grounds for extensions of time or claims for additional costs by the Contractor.

#### **4. SITE ACCESS**

- 4.1. Access to the Site is restricted to the dates and times specified in the Contract or as otherwise authorised by a Tarong Energy Representative. Usual working hours at Tarong Power Station are 7.30am to 4.00pm. Usual working hours at Wivenhoe Power Station are 7.00am to 3.30pm.
- 4.2. Only members of the Contractor's workforce who have been inducted and issued with an Identification Card may access the Site. Access to the Site for any reason other than performance of the Works is prohibited.
- 4.3. Any member of the Contractor's Workforce who fails to comply with the requirement to wear high visibility clothing may be refused access to the Site.
- 4.4. Tarong Energy may require the Contractor to provide a completed Queensland Police Services Application and Indemnification Form for any member of the Contractor's workforce accessing the Site.
- 4.5. Tarong Energy may refuse or withdraw permission for any member of the Contractor's Workforce to enter or remain on the Site. Any interruption to the Work caused by such refusal or withdrawal shall not constitute an interruption due to factors outside the control of the Contractor. Any costs incurred by the Contractor in supplying replacement workers shall be at the Contractor's expense.

#### **5. QUALIFICATIONS AND EXPERIENCE OF WORKFORCE**

- 5.1. Each member of the Contractor's Workforce must be competent and sufficiently experienced to perform the work that person is undertaking.
- 5.2. Each of the Contractor's Workforce must have, and maintain for the duration of the Work, the appropriate qualifications, certificates of competency, licenses and cards (including a General Safety Induction (Construction Industry) Card (Blue Card) issued pursuant to *Workplace Health and Safety Regulation 2008*) required to perform the work being undertaken. Upon request, the Contractor shall provide to Tarong Energy written evidence of the qualifications and competencies of any nominated member of the Contractor's Workforce.

#### **6. USE OF MOTOR VEHICLES ON SITE**

- 6.1. Vehicles belonging to the Contractor may be driven onto the Tarong Power Station Site with the prior approval of Tarong Energy. To obtain approval, the Contractor must submit a completed 'Application for Vehicle Access to Tarong Power Station Site' for consideration by Tarong Energy. All vehicles driven on Site must be registered, comprehensively insured and, where applicable, compliant with clause 9.4.
- 6.2. Private vehicles belonging to the Contractor's Workforce will not be permitted to enter the Site unless otherwise approved by Tarong Energy in advance. A car park external to the Site is available for private vehicles.
- 6.3. Transportation of the Contractor's workforce, plant, equipment and materials within the Site is the responsibility of the Contractor.

#### **7. SITE FACILITIES AND SITE SERVICES**

- 7.1. The Contractor's Workforce may use, at its own cost, the on-site canteen at Tarong Power Station during normal working hours. No canteen facilities are available at Wivenhoe Power Station.
- 7.2. The Contractor's workforce may use general-use toilet blocks (including showers) within the Site. These facilities are shared with other persons on Site and must be left clean and tidy.
- 7.3. Tarong Energy's First Aid representative will be on Site at all times to assist all Site personnel (including Contractor Workforce) requiring first aid services.

7.4. Tarong Energy will provide the following site services:

- (a) electricity supply at existing electricity supply points within the Site. The supply will be free of charge to the Contractor provided the electricity is used only for performance of the Works and reasonable economy is exercised in its use. All electrical faults which occur during performance of the Works must immediately be reported to Tarong Energy;
- (b) water supply at existing outlets within the Site; and
- (c) compressed air at existing outlets within the Site.

Continuity of supply of the services referred to in (a) –(c) above is not guaranteed by Tarong Energy.

7.5. Unless expressly stated in the Contract, communication facilities and connections will not be provided by Tarong Energy.

7.6. Unless expressly stated in the Contract, Tarong Energy will not provide accommodation or transport for the Contractor's Workforce. The Contractor bears all costs associated with accommodation and transportation of the Contractor's Workforce.

## **8. TRANSPORTATION, STORAGE AND ASSEMBLY OF PLANT AND EQUIPMENT**

8.1. The Contractor shall transport loads to and from the Site at its own risk and expense.

8.2. The Contractor will obtain Tarong Energy's consent to the proposed transportation schedule and delivery arrangements prior to any loads being delivered to the Site. The Contractor shall undertake the delivery, reception, unloading and storage at the Site of all things supplied for the purposes of the Contract.

8.3. All items (including plant, equipment and consumables) delivered to the Site for use in the work under the Contract shall be identified as being items belonging to the Contractor.

8.4. At its own cost, the Contractor shall insure items used in the performance of the Works. Tarong Energy shall not be liable to the Contractor or members of the Contractor's Workforce for the loss of or damage to any property brought on to the Site.

8.5. Where fabrication and assembly is to be carried out on Site, Tarong Energy will allocate an area for such work and the Contractor shall only perform the fabrication and assembly within the allocated area.

## **9. USE OF EQUIPMENT**

9.1. The Contractor shall ensure each member of the Contractor's Workforce has the necessary tools and equipment to perform the Works. All equipment and installations used by the Contractor in performing the Works shall be used in a safe manner and shall comply with all relevant Workplace Health & Safety legislation, Australian Standards and codes. All equipment shall have clear and permanent identification.

9.2. For electrical equipment:

- (a) prior to the commencement of the Works, the Contractor shall submit to Tarong Energy's Representative for approval, a plan showing where the power distribution boards are to be located and an inventory of all electrical equipment to be used on Site;
- (b) all electrical equipment must have a current test and tag label; and
- (c) all leads and cables must run in a safe and neat manner.

9.3. All measuring and testing equipment used by the Contractor's Workforce in the performance of the Works shall be properly calibrated.

9.4. If the Works involve the disturbance of soil or vegetation, or re-vegetation works, the Contractor must ensure all vehicles and equipment used to perform the Works (including transportation vehicles) are clean and 'weed and pest free' prior to entering the Site. The Contractor must:

- (a) obtain a Weed Hygiene Declaration Permit from the Department of Natural Resources and Water or be able to demonstrate to Tarong Energy's satisfaction that relevant vehicles and/or equipment have been adequately washed at a commercial wash-down bay, prior to entering the Site; and
- (b) ensure the vehicles and/or equipment are thoroughly cleaned at appropriate times during performance of the Works.

Tarong Energy may undertake random audits to ensure compliance with this clause.

- 9.5. The Contractor shall be responsible for maintaining all of the Contractor's tools and equipment. Costs incurred in replacing or repairing the Contractor's tools and equipment shall be borne by the Contractor.
- 9.6. Tarong Energy may undertake inspections and testing of the Contractor's equipment on Site at any time and without notice. Any equipment which does not comply, to the satisfaction of Tarong Energy, with any of the requirements of these conditions must be removed from the Site.

## 10. INDUSTRIAL RELATIONS

The Contractor is responsible for industrial relations within the Contractor's Workforce. Tarong Energy may give assistance where necessary in the best interests of the operation of the Site. The Contractor shall keep Tarong Energy fully informed of any disputes or other matters likely to affect industrial relations on the Site.

## 11. WORKPLACE HEALTH AND SAFETY

- 11.1. The Contractor must ensure, at its own expense, that the Works are performed:
- (a) with proper regard to health and safety of all persons on the Site (including Tarong Energy employees, all members of the Contractor's Workforce and any other contractors and visitors on Site);
  - (b) in full compliance with all legislation, codes of practice, standards and notices relevant to the work being performed including, but not limited to:
    - (i) Workplace Health and Safety Act (1995);
    - (ii) Workplace Health and Safety Regulation 2008 and relevant Codes of Practice and Advisory Standards;
    - (iii) Radiation Safety Act 1999;
    - (iv) Radiation Safety Regulation 1999;
    - (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.
  - (c) in a way that does not place Tarong Energy or the Contractor in breach of any applicable workplace health and safety obligation;
  - (d) in full compliance with these Site Work Conditions, the Site Rules, all relevant policies, procedures and directions and (if relevant) Tarong Energy's Permit to Work system.
- 11.2. Without limiting the requirements of clause 11.1, the Contractor must, at its own expense:
- (a) 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 that all electrical equipment used in connection with the Works satisfies the requirements of clause 9 of these Site Work Conditions;

- (c) ensure all members of the Contractor's Workforce wear appropriate, properly maintained, personal protective equipment at all relevant times. This shall include, but not be limited to:
- (i) long sleeved shirts and long trousers and/or combination overalls in cotton or wool/cotton blend material that complies with either:
    - AS/NZS 4602:1999 (High Visibility Safety Garments); or
    - Tarong Energy's high visibility specifications (long sleeve shirts with retro reflective material in strips of not less than 50mm wide and 120 mm long applied above the pockets and sleeves, and 50mm wide and 350mm long across the back of the shirt. The retro reflective material must be a fire resistant tape which is static free and non-electrical conducting which is compliant with AS 4824 and AS 4967);
  - (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 employee's name;
  - (iv) hearing protection (ear muffs or ear plugs) as required;
  - (v) gloves (carried at all times when in minimum PPE area);
  - (vi) safety glasses/goggles to AS 1337 - 81; and
  - (vii) necessary personal protective equipment to protect against standard respiratory hazards.

Unless otherwise specified, all personal protective equipment worn by the Contractor's Workforce must comply with relevant Australian Standards;

- (d) ensure Tarong Energy's electrical equipment isolation procedures are complied with; and
- (e) ensure the Contractor's Workforce are physically and mentally fit to perform the Works and not influenced at any time by alcohol or drugs. Tarong Energy may, at its discretion, undertake on-notice or random alcohol and drug tests of members of the Contractor's Workforce.
- (f) Ensure the contractor's workforce perform their work under a fatigue policy that is no less than that of Tarong Energy's fatigue policy.
- 11.3. The Contractor must provide to Tarong Energy for its approval documentation as per HSE-PROC-10 Contractor HSEQ Management. Level of documentation required depends on work to be performed. Such documentation may include JSEAs, HSE Plan, Procedures and Standards. The Contractor must ensure the Contractor's Workforce complies in full at all times with the requirements of the Job Safety and Environmental Analysis / Work Method Statement. Tarong Energy may undertake a review at any time to assess the Contractor's compliance with the requirements of the HSE Plan and/or the Job Safety and Environmental Analysis / Work Method Statement.
- 11.4. The Contractor must ensure members of the Contractor's Workforce attend relevant safety discussions and toolbox meetings on Site, as set out in the relevant Job Safety and Environment Analysis / Work Method Statement or as otherwise directed by Tarong Energy.
- 11.5. Where Tarong Energy 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 *Workplace Health and Safety 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 *Workplace Health and Safety Act* and the payment of all fees, fines and all other monetary sums under the Act,
- and such appointment as Principal Contractor shall remain in force until completion of the Contract unless revoked by Tarong Energy giving twenty-one (21) days notice in writing to the Contractor or by Tarong Energy terminating the Contract.
- 11.6. The Contractor must immediately report all work related injuries, illnesses and incidents to Tarong Energy and must accurately complete relevant incident reports in consultation with the Tarong Energy Representative. When directed by Tarong Energy's Representative, the Contractor shall participate in investigations of incidents involving the Contractor's Workforce.
- 11.7. The Contractor shall maintain a system which will ensure its work areas and methods are regularly and systematically inspected to identify safety hazards and unsafe practices. The Contractor must ensure appropriate systems are in place within the Contractor's Workforce to identify any hazards (whether

caused by the Contractor's Workforce or any other person on Site) that may impact upon the health and safety of any person on Site and to report such hazards to Tarong Energy.

- 11.8. For compliance with the Electrical Safety Act 2002 and Regulations and Hazardous Area Standards any work carried out, equipment supplied or worked on will be treated as not being the Works of an Electricity Entity without first obtaining the written permission of the Electrical Engineering Superintendent.

## 12. ENVIRONMENTAL PROTECTION

- 12.1. In carrying out the Work, the Contractor:
- (a) must not cause any harm, damage or nuisance to the environment; and
  - (b) must do all things necessary to prevent harm, damage or nuisance to the environment.
- 12.2. The Contractor must ensure that every member of the Contractor's Workforce:
- (a) complies in full with all legislation, codes of practice, standards and notices relevant to the work being performed including, but not limited to, the *Environmental Protection Act 1994* and the *Environmental Protection Regulation*; and
  - (b) does not do anything that would cause the Contractor or Tarong Energy to be in breach of any applicable legislation, codes of practice, standards or notices.
- 12.3. The Contractor must comply (and ensure each member of the Contractor's Workforce complies) in full with:
- (a) Tarong Energy's Environmental Management System (EMS);
  - (b) all environmental policies and rules adopted from time to time by Tarong Energy in relation to the Site;
  - (c) all relevant consents, licences, approvals and authorisations held by the Contractor or Tarong Energy in relation to the Works and/or the Site;
  - (d) all applicable Australian Standards and International Standards Organization standards; and
  - (e) all directions given to the Contractor by Tarong Energy at any time in connection with the environment.
- 12.4. The Contractor must complete Tarong Energy's Contractor Management Environment Protocol by working with Tarong Energy's Representative to:
- (a) agree on environmental risk ranking; and
  - (b) follow the protocol for the agreed risk ranking.
- 12.5. The Contractor must ensure that, in performing the Works, the Contractor (and each member of the Contractor's Workforce) complies in full with the environmental assessment in any HSE Plan or any Environmental Management Plan approved by Tarong Energy as a result of the process in clause 12.4.
- 12.6. Tarong Energy may undertake random audits at any time to assess the Contractor's compliance with this clause.

## 13. SITE CLEANING AND RUBBISH REMOVAL

- 13.1. Unless otherwise stated in the Contract, the Contractor is responsible for removing, at its own cost, all rubbish created by the Contractor's Workforce. The Contractor shall clean and remove rubbish from its work area at the Site on a daily basis. The Contractor may store rubbish in bins supplied by the Contractor and any such bins shall be emptied by the Contractor at the Contractor's cost on a weekly basis (unless otherwise agreed with Tarong Energy). The laydown areas for any bins supplied by the Contractor shall be determined by Tarong Energy.
- 13.2. If the Contractor fails to keep its work areas clean and tidy, Tarong Energy may clean the Contractor's areas and recover any costs incurred in such cleaning works from the Contractor (including by way of set off).
- 13.3. If the Contractor is allocated laydown areas, the Contractor must keep such areas free of grass and other vegetation over 100 mm long. The Contractor shall not burn any items or spray any chemicals on Site to control such vegetation, unless approved in writing by Tarong Energy.

**14. NON INTERFERENCE AND COOPERATION**

The Contractor must carry out all Works in a manner that avoids any interference with Tarong Energy's operations on the Site. The Contractor shall co-operate fully with Tarong Energy and other contractors performing work on the Site.

**15. MAKING GOOD**

- 15.1. Any damage or defacement to plant, buildings, paintwork, plant or surfaces on the Site caused by the Contractor's Workforce shall be made good by the Contractor, at its own expense, to the satisfaction of Tarong Energy.
- 15.2. If the performance of the Works requires the cutting of holes through walls, floors or other surfaces, the excavation of trenches, the assembly of scaffolding or similar, the Contractor must make good the relevant areas, at its own expense, to the satisfaction of Tarong Energy.

**16. SCAFFOLDING, CRANES AND OTHER LIFTING AND ACCESS EQUIPMENT**

- 16.1. Unless otherwise stated in the Contract, the Contractor shall provide any scaffolding, ladders, cranes, unloading and handling equipment required at the Site for performance of the Works.
- 16.2. 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 method of registration, inspection and tagging of all lifting and rigging equipment used to perform the Works. The Contractor must hold relevant licences and/or certificates required by law to use or operate the equipment. Upon request, the Contractor must provide to Tarong Energy a copy of each current certificate issued by the relevant statutory or governmental authority for scaffolding, cranes and lifting equipment used on Site. No modification shall be made to any plant, which is the subject of a certificate, unless the relevant statutory or governmental authority approves the modification. If a modification is made, the Contractor shall provide to Tarong Energy a copy of the authorisation for the modification.
- 16.3. Tarong Energy may inspect the Contractor's scaffolding, cranes or other lifting equipment at any time. Any equipment found by Tarong Energy to be defective or inappropriate for use on the Site shall be immediately removed from the Site and any costs incurred in repairing or replacing such equipment shall be borne solely by the Contractor.
- 16.4. Where the Contractor supplies and constructs scaffolding as part of the Works, 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 Tarong Energy or such other persons authorised by Tarong Energy's Representative) for the purpose of carrying out the Works or related works.

**17. HAZARDOUS MATERIALS**

- 17.1. Hazardous, dangerous, corrosive, radioactive, toxic or flammable materials shall be identified, handled and stored in accordance with the applicable legislation and Australian Standards.
- 17.2. Prior to bringing any hazardous, dangerous, corrosive, radioactive, toxic or flammable materials on to the Site the Contractor shall submit a list identifying all such materials for the approval of Tarong Energy's Representative. 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. All M.S.D.S. forms shall be submitted in Worksafe Australia format, in accordance with the National Code of Practice for the Preparation of Material Safety Data Sheets and a copy given to the Hygiene Officer.
- 17.3. The Contractor shall ensure that any members of the Contractor's Workforce who will be working with hazardous, dangerous, corrosive, radioactive, toxic or flammable materials is properly trained and competent in the safe and correct use of such materials and are aware of 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.

**18. LASERS**

All laser equipment brought onto the Site shall be registered with Tarong Energy's Representative. Laser equipment other than Australian Classifications 1, 2 and 3A will not be allowed on the Site. The Contractor shall comply with recommended practices and certification of operators in accordance with all applicable Australian Standards.

